



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० ९] नई दिल्ली, शनिवार, फरवरी २८, १९७०/फाल्गुन ९, १८९१  
No. ९] NEW DELHI, SATURDAY, FEBRUARY २८, १९७०/ PHALGUNA ९, १८९१

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र १२ फरवरी, १९७० तक प्रकाशित किय गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 12th February 1970.—

Issue No.	No. and Date	Issued by	Subject
३५	S.O. ३८१, dated २८th January, १९७०.	Election Commission of India.	Bye-election for the House of the People from १३-Basirhat Parliamentary Constituency in the State of West Bengal.
	एस० ओ० ३८१, दिनांक २८ जनवरी, १९७०।	भारत निर्वाचन आयोग	पश्चिमी बंगाल राज्य में के १३-बसीरहट संसदीय निर्वाचन क्षेत्र से लोक सभा के लिए निर्वाचन।
	S.O. ३८२, dated २८th January, १९७०.	Do.	Appointment of dates for the above bye-election (S.O. ३८१).
	एस० ओ० ३८२, दिनांक २८ जनवरी, १९७०।	तद्वैव	उपर होने वाले उप-चुनाव के लिए तारीख नियत करना (एस० ओ० ३८१)
	S.O. ३८३, dated २८th January, १९७०.	Do.	Fixation of hours for the above bye-election (S.O. ३८१).
	एस० ओ० ३८३, दिनांक २८ जनवरी, १९७०।	तद्वैव	उपर होने वाले उप-चुनाव के लिए समय नियत करना (एस० ओ० ३८१)

Issue No.	No. and Date	Issued by	Subject
36	S.O. 384, dated 29th January, 1970.	Ministry of Home Affairs.	Appointing the 1st day of March, 1970, as the date on which the Union Territories (Separation of Judicial and Executive Functions) Act, 1969 (19 of 1969) shall come into force in all areas of the Union Territory of Laccadive, Minicoy and Aminidivi Islands.
	क्र० आ० 384, दिनांक 29 जनवरी, 1970 ।	गृह मंत्रालय	1 मार्च, 1970 को उस तारीख के रूप में नियत करना जिस तारीख को संघ राज्य क्षेत्र (न्यायिक और कार्यपालक कृत्यों का पृथक्करण) अधिनियम 1969 (1969 का 19) लक्कादीव, मिनीकोय और अमीनदीवी द्वीप समूह के संघ राज्य क्षेत्र के सभी क्षेत्रों में प्रवृत्त होगा ।
	S.O. 385, dated 29th January, 1970.	Do.	Delegation of powers and functions under the Code of Criminal Procedure, 1898 (5 of 1898), as amended by the Union Territories (Separation of Judicial and Executive Functions) Act, 1969 (19 of 1969) to the Administrator of the Union Territory of Laccadive, Minicoy and Aminidivi Islands as specified in the Schedule therein.
	क्र० आ० 385, दिनांक 29 जनवरी, 1970 ।	न्देव	अनुसूची में दर्शित, लक्कादीव, मिनीकोय और अमीनदीवी द्वीप समूह के संघ राज्य क्षेत्र (न्यायिक और कार्यपालक कृत्यों का पृथक्करण) अधिनियम 1969 (1969 का 19) द्वारा यथा संशोधित दण्ड प्रक्रिया संहिता, 1898 (1898 का 5), के अधीन की शक्तियों और कृत्यों का प्रत्यायोजन करना ।
37	S.O. 386 dated 31st January, 1970.	Ministry of Food, Agriculture, Community Development & Co-operation.	Exempting the Wheat flour from the duty imposed by section 3 of the Agricultural Producecess Act, 1940 fo the period from the 1st January, 1970 to the 15th February, 1970.

Issue No.	No. and Date	Issued by	Subject
	का० आ० 386, दिनांक 31 जनवरी, 1970 ।	खाद्य, कृषि, सामुदायिक विकास और सहकारिता मंत्रालय	मैदा पर से 1 जनवरी, 1970 से 15 फरवरी, 1970 तक की कालावधि के लिए कृषि उत्पाद उपकर अधिनियम, 1940 की धारा 3 द्वारा अधिरोपित शुल्क के अध्वधीन नहीं रहेगा ।
38.	S.O. 387, dated 31st January, 1970.	Ministry of Industrial Development, Internal Trade & Company Affairs.	Corrigendum to Order No. 3 S.O. 140/18A/LDRA/70 dated 7th January, 1970.
39	S.O. 388, dated 31st January, 1970.	Ministry of Foreign Trade.	Direction that the Order No. S.O. 1196, dated 13th April, 1966 shall continue to have effect for a further period upto the 22nd February, 1970.
	का० आ० 388, दिनांक 31 जनवरी, 1970 ।	विदेशी व्यापार मंत्रालय	निदेश देना कि आदेश सं० का० आ० 1196, दिनांक 13 अप्रैल, 1966 का प्रभाव 22 फरवरी, 1970 तक की आगामी अवधि तक के लिए बना रहेगा ।
40	S.O. 473, dated 3rd February, 1970.	Ministry of Home Affairs.	The Unlawful Activities (Prevention) Amendment Rules, 1970.
41	S.O. 474, dated 4th February, 1970.	Do.	Extending upto 31st May, 1970, the period within which the Commission of Inquiry shall make its report.
42	S.O. 475, dated 4th February, 1970.	Ministry of Information & Broadcasting.	Approval of the films as specified in the Schedule therein.
	एस० ओ० 475, दिनांक 4 फरवरी, 1970 ।	सूचना और प्रसारण मंत्रालय	अनुसूची में दी गई फिल्मों को स्वीकृत करना ।
	S.O. 476, dated 4th February, 1970.	Do.	Approval of the films as specified in the Schedule therein.
	एस० ओ०, 476 दिनांक 4 फरवरी, 1970 ।	तदेव	अनुसूची में दी गई फिल्म को स्वीकृत करना ।
43	S.O. 477, dated 5th February, 1970.	Ministry of Law	Bye-election to the Council of States by the elected members of the Legislative Assembly of Kerala.
	एस० ओ० 477, दिनांक 5 फरवरी, 1970 ।	विधि मंत्रालय	केरल विधान सभा के निर्वाचित सदस्यों के द्वारा राज्य सभा का उप-चुनाव ।

Issue No.	No. and Date	Issued by	Subject
44	S.O. 478, dated 9th February, 1970.	Ministry of Food, Agriculture, Community Development and Cooperation.	Fixation of maximum prices at which vegetable oil products may be sold in the various zones
45	S.O. 611, dated 9th February, 1970.	Election Commission of India.	Bye-election to the House of the People from 13 Basirhat Parliamentary Constituency.
	एस० ओ० 611, दिनांक 9 फरवरी, 1970 ।	भारत निर्वाचन आयोग	13-बसीरहट संसदीय निर्वाचन क्षेत्र लोक-सभा के लिए उप-निर्वाचन ।
46	S.O. 612, dated 11th February, 1970.	Ministry of Labour, Employment and Rehabilitation.	Prohibiting the continuance of the strike in 12 Stone-Quarries at Chandivali, Bombay.
47	S.O. 613, dated 11th February, 1970.	Ministry of Home Affairs.	Declaring the duty by every person serving in Madhya Pradesh for a period of three months with effect from 12th February, 1970, as active duty.
48	S.O. 614, dated 12th February, 1970.	Cabinet Secretariat	The Government of India (Allocation of Business) (Seventy-Seventh Amendment) Rules, 1970.
49	S.O. 615, dated 12th February, 1970.	Ministry of Information and Broadcasting.	Approval of the films as specified in the Schedule therein.
	एस० ओ० 615, दिनांक 12 फरवरी, 1970 ।	सूचना और प्रसारण मंत्रालय	अनुसूची में दी गई फिल्मों को स्वीकृत करना ।

ऊपर लिखे असाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

### भाग II—खण्ड 3—उपखण्ड (ii)

#### PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएं ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

#### ELECTION COMMISSION OF INDIA

##### ORDER

New Delhi, the 30th January 1970

S.O. 721.—Whereas the Election Commission is satisfied that Shri Jayendra Singh, Village Anantwada, Post Anantwada, Tehsil Baswa, District Jaipur, a contesting candidate for election to the Rajasthan Legislative Assembly from 45-Bandikui constituency, has failed to lodge an account of his election expenses as



required by the Representation of the People Act, 1951, and the Rules made thereunder;

And whereas the said candidate, even after due notices, has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for the failure;

Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Jayendra Singh to be disqualified for being chosen as, and for being, a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. RJ-LA/45/67(129).]

## भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 30 जनवरी, 1970

एस० ओ० 721—यतः, निर्वाचन आयोग का समाधान हो गया है कि राजस्थान विधान सभा के लिए निर्वाचन के लिए 45-वां दी कुंई निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जयेन्द्र सिंह, ग्राम अनन्तवाड़ा, डाकघर अनन्तवाड़ा, तहसील बसवा, जिला जयपुर (राजस्थान), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ।

और, यतः उक्त उम्मीदवार उसे समयक सूचना दिए जाने पार भी लेखा दाखिल करने में असफल रहा है और उसने अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री जयेन्द्र सिंह को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए, इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[सं० राज०-वि० सं० 45/67/(129).]

New Delhi, the 3rd February 1970

S.O. 722.—Whereas the Election Commission is satisfied that Shri Jagmohan Bolpai, R/o village Dimbuli, Tola Dautumba, P.O. Manoharpur, District Singhbhum (Bihar), a contesting candidate for the mid-term election to the Bihar Legislative Assembly held in 1969, from 291-Manoharpur Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Jagmohan Bolpai to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/291/69(76)]

नई दिल्ली, 3 फरवरी, 1970

एस० नो० 722—यतः, निर्वाचन आयोग का समाधान हो गया है कि 1969 में हुए बिहार विधान सभा के लिए मध्यावर्ती निर्वाचन के लिए 291-मनोहरपुर निर्वाचन क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री जगमोहन बोयपाई, निवासी ग्राम डिम्बुली, टोला दाउतुम्बा, डाकघर मनोहरपुर, जिला सिन्धुभूम (बिहार), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्दीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों को लेखा दाखिल करने में असफल रहे हैं।

और, यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिये जान पर भी अपनी इस असफलता के लिये कोई कारण अथवा स्पष्टीकरण नहीं दिया है ; तथा निर्वाचन आयोग का समाधान हो गया है कि उसके पास इस असफलता के लिये कोई अच्छा कारण या व्यायोजित्य नहीं है।

अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री जगमोहन बोयपाई को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० बिहार-वि० सं०/291/69(76).]

*New Delhi, the 6th February 1970*

S.O. 723.—Whereas the Election Commission is satisfied that Shri Krishna Avtar, R/o Village Sheorajpur, Post Office Bahjoi, District Moradabad (Uttar Pradesh) a contesting candidate for mid-term general election held in February, 1969 to the Uttar Pradesh Legislative Assembly from 30-Bahjoi Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder:

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Krishna Avtar, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/30/69(10).]

नई दिल्ली, 6 फरवरी, 1970

एस० नो० 723—यतः, निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए फरवरी, 1969 में हुए मध्यावधि साधारण निर्वाचन के लिए 30 बहजोई सभा निर्वाचन क्षेत्र से निर्वाचन लड़ने वाले उम्मीदवार श्री कृष्ण अवतार, निवासी गांव श्योराजपुर, डाकघर बहजोई, जिला मुरादाबाद (उ० प्र०) लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्दीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

2. और, यतः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिए जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह समाधान हो गया है कि उनके पास इस असफलता के लिये कोई पर्याप्त कारण या व्यायोजित्य नहीं है ;

3. अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग द्वारा उक्त श्री कृष्ण अवतार को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि० सं०/30/69(10).]

**S.O. 724.**—Whereas the Election Commission is satisfied that Shri Munshi Singh, R/o village Sondhan, Post Office Bahjoi, District Moradabad (Uttar Pradesh), a contesting candidate for mid-term general election held in February, 1969 to the Uttar Pradesh Legislative Assembly from 30-Bahjoi Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Munshi Singh, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/30/69(11).]

एस० प्रो० 724.—यतः निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए फरवरी, 1969 में हुए मध्यावधि साधारण निर्वाचन के लिए 30-बहजोई सभा निर्वाचन क्षेत्र से निर्वाचन लड़ने वाले उम्मीदवार श्री मुंशी सिंह, निवासी गांव सोंधन, डाकघर बहजोई, जिला मुरादाबाद (उ० प्र०), लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्वीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं ;

2. और यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिए जाने पर भी अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया गया है और निर्वाचन आयोग का यह समाधान हो गया है कि उनके पास इस असफलता के लिये कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

3. अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग द्वारा उक्त श्री मुंशी सिंह को संसद के दोनों सदनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद के सदस्य चुने जाने और होने के लिये इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है ।

[स० उ० प्र०-वि० स०/30/69(11).]

**S.O. 725.**—Whereas the Election Commission is satisfied that Shri Sukh Lal, R/o Pakka Katra, Aonla, District Bareilly, Uttar Pradesh, a contesting candidate for mid-term general election held in February, 1969 to the Uttar Pradesh Legislative Assembly from 48-Aonla (SC) Assembly Constituency, has failed to lodge an account of his election expenses as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given any reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Sukh Lal, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. UP-LA/48/69(12).]

By Order,

A. N. SEN, Secy.

एस० नं० 725.—यतः, निर्वाचन आयोग का समाधान हो गया है कि उत्तर प्रदेश विधान सभा के लिए फरवरी, 1969 में हुए मध्यावधि साधारण निर्वाचन के लिए 48-अंबला (आ० जा०) सभा निर्वाचन क्षेत्र से निर्वाचन लड़ने वाले उम्मीदवार श्री सुखलाल, निवासी पक्का कटरा अंबला, जिला बरेली, उत्तर प्रदेश, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्वीन बनाए गए नियमों द्वारा यथा अपेक्षित अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे हैं।

2. और, यतः, उक्त उम्मीदवार ने उसे सम्यक सूचना दिए जाने पर भी, अपनी इस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है और निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या न्यायोचित्य नहीं है ;

3. अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री सुखलाल को संसद के दोनों में से किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरहित घोषित करता है।

[सं० उ० प्र०-वि० सं०/48/69(12).]

आदेश से,

ए० एन० सैन, सचिव।

**MINISTRY OF LAW**  
(Legislative Department)

*New Delhi, the 18th February 1970*

**S.O. 726.**—In pursuance of section 20 of the Presidential and Vice-Presidential Elections Act, 1952 (31 of 1952), the Central Government hereby publishes the order made on the 18th December, 1969 by the Supreme Court of India, in Election Petition No. 6 of 1969.

“IN THE SUPREME COURT OF INDIA

ORIGINAL JURISDICTION

ELECTION PETITION No. 6 of 1969

[Under Article 71 of the Constitution and Section 14 of the Presidential and Vice-Presidential Elections Act (Act XXXI of 1952) read with Order XXXIX of the Supreme Court Rules 1966].

Shri Hari Vishnu Kamath, son of the late Shri Rama Kamath, 76, Western Court, New Delhi—*Petitioner.*

*Versus*

Shri Gopal Swarup Pathak, Vice-President of India, 6, Maulana Azad Road, New Delhi—*Respondent.*

*18th December, 1969*

**CORAM :**

The Hon'ble Mr. Justice S. M. Sikri  
The Hon'ble Mr. Justice J. M. Shelat  
The Hon'ble Mr. Justice V. Bhargava  
The Hon'ble Mr. Justice G. K. Mitter  
The Hon'ble Mr. Justice C. A. Valdivialingam.

*For the Petitioner.*—Mr. Sarjoo Prasad, Senior Advocate (M/s. P. Parameswara Rao and K. C. Dua, Advocates with him).

*For the Respondent.*—M/s. M. C. Setalvad, N. A. Palkhivala and M. C. Chagla, Senior Advocates. (M/s. J. B. Dadachanji, Ravinder Narain and O. C. Mathur, Advocates with them).

*For the Election Commission of India and Attorney-General for India.*—Mr. Jagadish Swaroop, Solicitor-General of India and Dr. L. M. Shingvi, Senior Advocates (Mr. S. P. Nayar, Advocate with them).

The Petition above-mentioned being called on for hearing before this Court on the 1st day of December 1969 upon hearing Mr. Sarjoo Prasad Counsel for the Petitioner Counsel for the Respondent not being called upon to argue this Court took time to consider its Judgment and the Petition above-mentioned being called on for Judgment on the 18th December 1969 this Court doth order: (1) That the Petition above-mentioned be and the same is hereby dismissed; (2) That the Petitioner herein do pay to the Respondent herein Rs. 500 (Rupees five hundred) only as his costs of the petition above-mentioned incurred in this Court and this Court doth further order that this order be punctually observed and carried into execution by all concerned.

Witness the Hon'ble Mr. Mohammad Hidayatullah, Chief Justice of India at the Supreme Court, New Delhi, this the 18th day of December, 1969.

(Sd.) V. KRISHNAN,  
Deputy Registrar."

[No. 10(2)70-Leg.II.]

विधि सञ्चालन

(विधायी विभाग)

नई दिल्ली, 18 फरवरी, 1970

का० आ० 726.—राष्ट्रपतीय और उप राष्ट्रपतीय निर्वाचन अधिनियम, 1952 (1952 का 31) की धारा 20 के अनुसरण में, केन्द्रीय सरकार 1969 की निर्वाचन अर्जी सं० 6 में भारत के उच्चतम न्यायालय द्वारा 18 दिसम्बर, 1969 को दिया गया आदेश एतद्वारा प्रकाशित करती है :

"भारत का उच्चतम न्यायालय

आरम्भिक अधिकारिता

1969 की निर्वाचन अर्जी सं० 6

(संविधान के अनुच्छेद 71 और उच्चतम न्यायालय नियम, 1966 के आदेश 39 के साथ पठित राष्ट्रपतीय और उप राष्ट्रपतीय निर्वाचन अधिनियम (1952 का अधिनियम 31) की धारा 14 के अधीन)

श्री हरि विष्णु कामथ, आत्मज स्वर्गीय श्री राम कामथ, 67, बैस्टर्न कोर्ट, नई दिल्ली—  
अर्जिदार

अनाम

श्री गोपाल स्वरूप पाठक, भारत के उप-राष्ट्रपति, 6, मौलाना आजाद रोड, नई दिल्ली—  
प्रत्यर्थी

18 दिसम्बर, 1969

कोरम :

माननीय न्यायमूर्ति श्री एम० एम० सी० श्रीवास्तव  
 माननीय न्यायमूर्ति श्री जे० ए० सी० शर्मा  
 माननीय न्यायमूर्ति श्री बी० भार्गव  
 माननीय न्यायमूर्ति श्री जी० के० मिश्र  
 माननीय न्यायमूर्ति श्री सी० ए० वैद्यलिंगम

अर्जीदार की ओर से :—श्री सूरज प्रसाद, वरिष्ठ अधिवक्ता, (मैसर्स पी० परमेश्वर राव और के० सी० दुआ अधिवक्ता भी उनके साथ) ।]

प्रत्यर्थी की ओर से : मैसर्स एम० सी० सीतलवाड़, एन० ए० पालकीवाला और एम० सी० चागला, वरिष्ठ अधिवक्ता । मैसर्स जे० बी० दादाचानजी, रवीन्द्र नारायण, और ओ० सी० भाथुर, अधिवक्ता भी उनके साथ)

भारत के निर्वाचन आयोग और भारत के महान्यायवादी की ओर से : श्री जगदीश स्वरूप, भारत के महा-नॉल्लिस्टिटर और डा० एल० एम० सिधवी, वरिष्ठ अधिवक्ता श्री एस० पी० नायर, अधिवक्ता भी उनके साथ)

उपरोक्त अर्जी 1 दिसम्बर, 1969 को इस न्यायालय के सामने सुनवाई के लिए प्रस्तुत की गई । अर्जीदार की ओर से श्री सूरज प्रसाद काउन्सेल को मुने जाने के बाद प्रत्यर्थी के काउन्सेल को बहस के लिए नहीं बुलाया गया । इस न्यायालय ने निर्णय पर पहुंचने के लिए कुछ समय लिया और 18 दिसम्बर, 1969 को उपरोक्त अर्जी के निर्णय के लिये प्रस्तुत किए जाने पर यह न्यायालय आदेश देता है कि : (1) उपरोक्त अर्जी खारिज की जाए और वह एतद्द्वारा खारिज की जाती है ; (2) इसका अर्जीदार इसके प्रत्यर्थी को उपरोक्त अर्जी के उसके खर्च के रूप में 500 रु० (पांच सौ रुपये) मात्र जो उसे इस न्यायालय में करने पड़े, अदा करे । और यह न्यायालय यह और आदेश देता है कि सभी सम्पूक्त व्यक्तियों द्वारा इस आदेश का समय के अन्दर पालन किया जाए और निष्पादन किया जाए ।

आज 18 दिसम्बर, 1969 को उच्चतम न्यायालय, नई दिल्ली में भारत के मुख्य न्यायमूर्ति श्री मोहम्मद हidayतुल्लाह के समक्ष ।

ह० बी० कृष्णन्,

उप रजिस्ट्रार,

[सं० 10(2)/70-वि०-2]

S.O. 727.—In pursuance of section 20 of the Presidential and Vice-Presidential Elections Act, 1952 (31 of 1952), the Central Government hereby publishes the order made on the 1st December, 1969 by the Supreme Court of India, in Election Petition No. 2 of 1969.

“IN THE SUPREME COURT OF INDIA  
 ORIGINAL JURISDICTION

CIVIL MISCELLANEOUS PETITION No. 4650 of 1969

(Application for withdrawal of the Election Petition mentioned below.)

In the matter of:

ELECTION PETITION No. 2 of 1969

(Petition under Article 71 of the Constitution and Part III of the Presidential and Vice-Presidential Election Act XXXI of 1952.).

Charan Lal Sahu, S/o Moti Lal Sahu, Advocate, Raipur, Madhya Pradesh—*Petitioner*.

*Versus*

Shri V. V. Giri, the President of India Rashtrapati Bhawan, New Delhi—*Respondent*.

1st day of December, 1969.

CORAM:

The Hon'ble Mr. Justice S. M. Sikri.  
The Hon'ble Mr. Justice J. M. Shelat.  
The Hon'ble Mr. Justice V. Bhargava,  
The Hon'ble Mr. Justice G. K. Mitter,  
The Hon'ble Mr. Justice C. A. Valdialingam.

*Petitioner in Person.*

*For the Respondent.*—Mr. A. S. Namblar, Advocate.

*For the Attorney General for India, Election Commission of India and the Returning Officer.*—Mr. S. P. Nayar, Advocate.

The Application for withdrawal in the Election Petition above-mentioned being called on for orders before this Court on the 1st day of December 1969 upon hearing the Petitioner in Person this Court doth order: That the Election Petition above-mentioned be and the same is hereby allowed to be withdrawn.

Witness the Hon'ble Mr. Mohammad Hidayatullah Chief Justice of India at the Supreme Court, New Delhi this the 1st day of December, 1969.

Deputy Registrar."

[No. 10(1)/70-Leg-II.]

A. S. LOKANATHAN,  
Officer on Special Duty.

का० आ० 727—राष्ट्रपतीय और उपराष्ट्रपतीय निर्वाचन अधिनियम, 1952 (1952 का 31) की धारा 20 के अनुसरण में, केन्द्रीय सरकार 1969 की निर्वाचन अर्जी सं० 2 में भारत के उच्चतम न्यायालय द्वारा 1 दिसम्बर, 1969 को दिया गया आदेश एतद्द्वारा प्रकाशित करती है।

"भारत का उच्चतम न्यायालय

आरम्भिक अधिकारिता

1969 की सिविल प्रकीर्ण अर्जी सं० 4650

(निम्नलिखित निर्वाचन अर्जी वापस लेने के लिए आवेदन)

1969 की निर्वाचन अर्जी सं० 2 के मामले में :

(संविधान के अनुच्छेद 71 और राष्ट्रपतीय और उपराष्ट्रपतीय निर्वाचन अधिनियम (1952 का 31) के भाग 3 के अधीन अर्जी)।

चरन लाल साहू, आत्मज मोती लाल साहू अधिवक्ता, रायपुर मध्य प्रदेश—अर्जीदार

बनाम

श्री बी० बी० गिरी, भारत के राष्ट्रपति, राष्ट्रपति भवन, नई दिल्ली—प्रत्यर्थी

1 दिसम्बर, 1969

कोरम :

माननीय न्यायमूर्ति श्री एस० एम० सीकरी  
माननीय न्यायमूर्ति श्री जे० एम० शैलत  
माननीय न्यायमूर्ति श्री बी० भार्गव  
माननीय न्यायमूर्ति श्री जी० के० मित्र  
माननीय न्यायमूर्ति श्री सी० ए० वैद्यलिंगम

अर्जीदार स्वयं ।

प्रस्थर्षी की ओर से :—श्री ए० एस० नम्बियार, अधिवक्ता ।

भारत के महान्यायवादी भारत के निर्वाचन आयोग और रिटनिंग आफिसर की ओर से—श्री एम० पी० नायर, अधिवक्ता ।

उपरोक्त निर्वाचन अर्जी के मामले में, वापसी का आवेदन 1 दिसम्बर, 1969 को इस न्यायालय के सामने आदेशों के लिए प्रस्तुत किया गया । अर्जीदार के व्यक्तिगत रूप से सुने जान के पश्चात् यह न्यायालय आदेश देता है कि उपरोक्त निर्वाचन अर्जी वापस ले ली जाए और उसे वापस लेने की इजाजत एतद्वारा दी जाती है ।

आज 1 दिसम्बर, 1969 को उच्चतम न्यायालय, नई दिल्ली में भारत के मुख्य न्यायमूर्ति माननीय श्री मोहम्मद हिदायतुल्लाह के समक्ष ।

उप रजिस्ट्रार

[सं० 10(1)/70-वि०-2]

ए० एस० लोकनाथन,  
विशेष काये अधिकारी ।

## MINISTRY OF HOME AFFAIRS

New Delhi, the 20th February 1970

**S.O. 728.**—In pursuance of clause (1) of article 239 of the Constitution and in partial modification of the notification of the Government of India in the Ministry of Home Affairs No. S.O. 2993, dated the 18th December, 1961, the President hereby directs that the powers and functions of the State Government under section 14 of the Road Transport Corporations Act, 1950 (64 of 1950) shall, subject to the control of the President and until further orders, be also exercised and discharged by the Administrator of the Union territory of Tripura within the said Union territory.

[No. F. 2/2/70-UTL.]

SHANKAR KAPOOR, Under Secy.



**गृह मंत्रालय**

नई दिल्ली, 20 फरवरी, 1970

सं० आ० 728:—संविधान के अनुच्छेद 239 के खण्ड (1) का अनुसरण करते हुए और भारत सरकार के गृह मंत्रालय की अधिसूचना सं० का० आ० 2993 तारीख 18 दिसम्बर, 1961 का आंशिक उपांतरण करते हुए, राष्ट्रपति एतद्वारा निदेश देते हैं कि सड़क परिवहन निगम अधिनियम, 1950 (1950 का 64) की धारा 14 के अधीन राज्य सरकार की शक्तियों और कृत्यों का, राष्ट्रपति के नियंत्रण के अधधीन रहते हुए तथा आगे आदेश होने तक, त्रिपुरा संघ राज्य क्षेत्र के प्रशासक द्वारा भी उक्त संघ राज्य क्षेत्र के भीतर, प्रयोग और निर्वहन किया जाएगा ।

[सं० का० 2/2/70—यू०टी०एल०]

शंकर कपूर, अवसर सचिव ।

**MINISTRY OF EXTERNAL AFFAIRS**

*New Delhi, 13th February 1970*

**S.O. 729.**—In pursuance of rule 5 of the Indian Foreign Service, Branch 'B' (Recruitment, Cadre, Seniority and Promotion) Rules, 1964, the Central Government, in consultation with the Union Public Service Commission, hereby makes the following regulations further to amend the Indian Foreign Service, Branch 'B' (Departmental Promotion Committees and Establishment Boards) Regulations, 1965, namely:—

1. (1) These regulations may be called the Indian Foreign Service, Branch 'B' (Departmental Promotion Committees and Establishment Boards) Amendment Regulations, 1970.

(2) They shall be deemed to have come into force on the eighteenth day of September 1969.

2. In the Indian Foreign Service, Branch 'B' (Departmental Promotion Committees and Establishment Boards) Regulations, 1965, in regulation 3, in item (1):—

(i) in clause (1), for sub-clause (a) the following sub-clause shall be substituted, namely:—

“(a) The Additional Secretary or a Joint Secretary in the Administration Division and two Joint Secretaries, or Officers on Special Duty of rank not lower than that of Director, or Directors in the Ministry of External Affairs”;

(ii) in clause (i), for sub-clause (b) the following sub-clause shall be substituted, namely:—

“(b) a Joint Secretary, or an Officer on Special Duty of rank not lower than that of Director, or a Director in the Ministry of Foreign Trade and Supply.”

(iii) For clause (iv), the following clause shall be substituted, namely:—

“(iv) In matters where the Commission is associated under regulation 5, the Chairman or a Member of the Commission so associated shall preside over the Committee, and the Committee shall on such occasion consist only of officers of the rank of Joint Secretary or above. In other cases, the Additional Secretary, if present, shall preside, otherwise the senior-most Joint Secretary present shall preside.”

*Explanatory Memorandum*

Under the Indian Foreign Service, Branch 'B' (Departmental Promotion Committees and Establishment Boards) Regulations, 1965, as in force prior to the amendments notified above, the “Senior Committee” consisted of:—

(i) The Additional Secretary or a Joint Secretary in the Administration Division and two other Joint Secretaries in the Ministry of External Affairs, and

- (ii) a Joint Secretary in the Ministry of Commerce who, in practice, was the head of the Administration Division of that Ministry.

2. The Joint Secretary in charge of the Administration Division of the Ministry of Commerce (redesignated as Ministry of Foreign Trade) was transferred abroad in 1969 and instead of another Joint Secretary, an officer whose rank could be treated as above that of Director, and below that of Joint Secretary, was appointed to be in charge of the Administration Division of that Ministry with the designation "Officer on Special Duty" and he was nominated to the aforesaid Senior Committee in place of the previous member from the Ministry of Foreign Trade. It was observed in this connection that Directors as well as Joint Secretaries were Heads of Divisions, and that the said Officer on Special Duty who was the head of the Administration Division of the Ministry of Foreign Trade, was senior enough for the purpose of the duties and responsibilities of the Committee where the Committee was concerned with matters relating to Class II personnel. It was therefore decided that reconstitution of the Committee accordingly, and necessary amendments to the Regulations mentioned above, would be appropriate. The process of the amendments involved some time to complete, but as the work of the Committee could not be delayed in the meantime, the Committee was authorised to function with its membership reconstituted as stated above. To provide statutory ratification to the work of the said Committee in the circumstances, it is necessary to give retrospective effect to the regulations introduced by the above notification. This does not prejudicially affect any one.

[No. 13/GA/70.]

BHOJ RAJ, Under Secy.

### विदेश मंत्रालय

नई दिल्ली, 13 फरवरी 1970

एस० नो० 729:—भारतीय विदेश सेवा, शाखा 'ख' (भरती, संवर्ग, वरीयता और पदोन्नति) नियम, 1964 के नियम 5 के अंतर्पालन में केन्द्र सरकार, संघ लोक सेवा आयोग से परामर्श लेकर, भारतीय विदेश सेवा, शाखा 'ख' (विभागीय पदोन्नति समितियां और सिब्बंदी बोर्ड) विनियम, 1965 में संशोधन करने के लिए निम्नलिखित विनियम और बनाती है, यथा :

1. (1) इन विनियमों को 'भारतीय विदेश सेवा, शाखा 'ख' (विभागीय पदोन्नति समितियां और सिब्बंदी बोर्ड) संशोधन विनियम, 1970' की संज्ञा दी जाएगी।
- (2) ये 1969 के मितम्बर मास के अष्टारहवें दिन से लागू समझे जायेंगे।

2. भारतीय विदेश सेवा, शाखा 'ख' (विभागीय पदोन्नति समितियां और सिब्बंदी बोर्ड) विनियम, 1965 के विनियम 3 की मद संख्या (1)—

- (1) धारा (1) में, उप-धारा (क) के स्थान पर निम्नलिखित उप-धारा रखी जाएगी, यथा :—

“(क) प्रशासन प्रभाग का अपर सचिव अथवा कोई संयुक्त सचिव और दो संयुक्त सचिव, अथवा विशेषाधिकारी जिनका दर्जा निदेशक से नीचा न हो, अथवा विदेश मंत्रालय में निदेशक”;

- (2) धारा (1) में, उप-धारा (ख) के स्थान पर निम्नलिखित उप-धारा रखी जाएगी, यथा :—

“(ख) संयुक्त सचिव, अथवा विशेषाधिकारी जिसका दर्जा निदेशक से नीचा न हो, अथवा विदेश व्यापार और संभरण मंत्रालय में कोई निदेशक”।

(3) धारा (4) के स्थान पर निम्नलिखित धारा रखी जाएगी, यथा :—

“(4) जिन मामलों में विनियम 5 के अन्तर्गत आयोग संबद्ध हो, उनमें आयोग का अध्यक्ष अथवा वह सदस्य जो संबद्ध हो, समिति की अध्यक्षता करेगा और उसे अवसरों पर इस समिति में संयुक्त सचिव और उसके ऊपर के दर्जे के अधिकारी हों रहेंगे दूसरे मामलों में, अंतर अपर सचिव उपस्थित होगा तो वह अध्यक्षता करेगा अथवा जो भी वरिष्ठतम संयुक्त सचिव उपस्थित होगा वह अध्यक्षता करेगा।”

#### व्यापारिक जापन

भारतीय विदेश सेवा, शाखा 'ख' (त्रिभागीय पदोन्नति समितियाँ और मित्रवदी बोर्ड) विनियम, 1965 के अन्तर्गत, जैसे कि वे उपर्युक्त अधिसूचित मंशोधनों से पूर्व लागू थे, 'प्रवर समिति' में निम्नलिखित होते थे :—

- (i) प्रशासन प्रभाग का अपर सचिव अथवा कोई संयुक्त सचिव तथा विदेश मंत्रालय के दो अन्य संयुक्त सचिव, और
- (ii) वाणिज्य मंत्रालय का कोई संयुक्त सचिव जो व्यवहार में उस मंत्रालय के प्रशासन प्रभाग का प्रमुख हो।

2. वाणिज्य मंत्रालय (जिसका नाम बदल कर अब विदेश व्यापार रख दिया गया है) के प्रशासन प्रभाग के कार्यभारी संयुक्त सचिव का 1969 में स्थानान्तरण हो गया और किमी दूसरे संयुक्त सचिव की बजाय एक ऐसे अधिकारी को उस मंत्रालय के प्रशासन प्रभाग का कार्यभारी नियुक्त किया गया जिसका दर्जा निदेशक से अपर और संयुक्त सचिव से नीचे समझा जा सकता था और उसका पदनाम विशेषाधिकारी रखा गया तथा उसे विदेश व्यापार मंत्रालय के पहले सदस्य के स्थान पर उक्त प्रवर समिति में नामजद किया गया था। इस संदर्भ में यह विचार किया गया कि प्रभाग प्रमुख संयुक्त सचिव भी होते हैं और निदेशक भी और यह विशेषाधिकारी जो कि विदेश व्यापार मंत्रालय के प्रशासन प्रभाग का प्रमुख था, इस समिति के कार्यों और दायित्वों के प्रयोजन से काफी वरिष्ठ है जब कि इसका संबंध द्वितीय श्रेणी के कर्मचारियों के मामलों से हो। इसलिए यह निर्णय किया गया कि इस समिति का तदनुसार पुनर्गठन करना और उपर्युक्त विनियमों में मंशोधन करना ठीक रहेगा। मंशोधन करने का काम पूरा होने में कुछ समय लग गया। लेकिन, चूंकि इस बीच समिति के काम में विलम्ब नहीं किया जा सकता था इसलिए समिति को यह अधिकार दिया गया कि वह उपर्युक्त रूप में पुनर्गठित सदस्यता के साथ अपना काम करती रहे। उक्त समिति के कार्य का सांविधिक अनुसमर्थन करने के लिए इन परिस्थितियों से यह आवश्यक है कि उपर्युक्त अधिसूचना द्वारा लागू किए गए विनियमों को पूर्व व्याप्ति प्रदान की जाए। इस का किमी पर प्रतिकूल प्रभाव नहीं पड़ता।

[संख्या 13/जीए/70]

भोज राज, अपर सचिव

#### MINISTRY OF FINANCE

(Department of Banking)

New Delhi, the 7th February 1970

**S.O. 730.**—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation

of the Reserve Bank of India, hereby declares that the provisions of Note (f) appended to Form "A" in the Third Schedule to the said Act shall not apply in respect of the balance sheet as at the 31st December, 1969 to the State Bank of India, any banking institution notified under section 51 of the said Act, the corresponding new banks constituted under section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1969, and any banking company which, when the value shown in the inner column against any of the sub-heads (ii), (iii), (iv) and (v) of item 4 on the Property and Assets side of the said Form exceeds the market value of the investments under that sub-head, shows separately within brackets the market value of the investments under that sub-head.

[No. F. 15(2)-BC/70.]

*New Delhi, the 10th February 1970*

**S.O. 731.**—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply, till the 3rd January 1971, to the Punjab Co-operative Bank Ltd., Amritsar, in respect of one shop held by it at Rupar.

[No. F. 15(3)-BC/68.]

*New Delhi, the 20th February 1970*

**S.O. 732.**—Whereas on an application made by the Reserve Bank of India under sub-section (1) of section 45 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government has made, under sub-section (2) of the said section 45, an order of moratorium in respect of the National Bank of Lahore Limited, Delhi.

And whereas the Reserve Bank of India in exercise of the powers conferred by sub-section (4) of section 45 of the said Act has prepared a scheme for the amalgamation of the National Bank of Lahore Limited, Delhi, with the State Bank of India.

And whereas the Reserve Bank after having sent the said scheme in draft to the banks concerned in accordance with the provisions of sub-section (6) of the said section and after having considered the suggestions and objections received in regard to the said scheme has modified that scheme and forwarded it to the Central Government for sanction.

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 45 of the said Act, the Central Government hereby sanctions the scheme on, and subject, to the terms and conditions hereinafter mentioned.

(1) The National Bank of Lahore Limited shall be the transferor bank and the State Bank of India shall be the transferee bank.

(2) As from the date which the Central Government may specify under sub-section (7) of section 45 of the said Act (hereinafter referred to as the prescribed date), all rights, powers, claims, demands, interests, authorities, privileges, benefits, assets and properties of the transferor bank, movable and immovable, including premises subject to all incidents of tenure and to the rents and other sums of money and covenants reserved by or contained in the leases or agreements under which they are held, all office furniture, loose equipment, plant, apparatus and appliances, books, papers, stocks of stationery, other stocks and stores, all investments in stocks, shares and securities, all bills receivable in hand and in transit, all cash in hand and on current or deposit account (including money at call or short notice) with banks, bullion; all book debts, mortgage debts and other debts with the benefit of securities, or any guarantee therefor, all other, if any, property rights and assets of every description including all rights of action and benefit of all guarantees in connection with the business of the transferor bank shall, subject to the other provisions of this scheme, stand transferred to, and become the properties and assets of, the transferee bank, and as from the prescribed date all the liabilities, duties and obligations of the transferor bank shall be and shall become the liabilities, duties and obligations of the transferee bank to the extent and in the manner provided hereinafter.

Without prejudice to the generality of the foregoing provisions, all contracts, deeds, bonds, agreements, power of attorney grants of legal representation and other instruments of whatever nature subsisting or having effect immediately before the prescribed date shall be effective to the extent and in the manner hereinafter provided against or in favour of the transferee bank and may be acted upon

as if instead of the transferor bank the transferee bank had been a party thereto or as if they had been issued in favour of the transferee bank.

If on the prescribed date any suit, appeal or other legal proceedings of whatever nature by or against the transferor bank is pending, the same shall not abate, or be discontinued or be in any way prejudicially affected, but shall subject to the other provisions of this scheme, be prosecuted and enforced by or against the transferee bank.

If according to the laws of any country outside India the provisions of this scheme, by themselves, are not effective to transfer or vest any asset or liability situated in that country which forms part of the undertaking of the transferor bank to or in the transferee bank, the affairs of the transferor bank in relation to such asset or liability shall, on the prescribed date, stand entrusted to the chief executive officer for the time being of the transferee bank and the chief executive officer may exercise all powers and do all such acts and things as would have been exercised or done by the transferor bank for the purpose of effectively winding up its affairs. The chief executive officer shall take all such steps as may be required by the laws of any such country, outside India for the purpose of effecting such transfer or vesting and in connection therewith the chief executive officer may, either himself or through any person authorised by him in this behalf, realise any asset or discharge any liability of the transferor bank and transfer the net proceeds thereof to the transferee bank.

(3) The books of the transferor bank shall be closed and balanced and balance sheets prepared in the first instance as at the close of business on the 10th January 1970 and thereafter as at the close of business on the date immediately preceding the prescribed date and the balance-sheets shall be got audited and certified by a chartered accountant or a firm of chartered accountants approved or nominated by the Reserve Bank of India for the purpose.

A copy each of the balance-sheets of the transferor bank prepared in accordance with the provisions of the foregoing paragraph, shall be filed by the transferor bank with the Registrar of Companies as soon as possible after it has been received and thereafter the transferor bank shall not be required to prepare balance-sheets or profits and loss accounts, or to lay the same before its members or file copies thereof with the Registrar of Companies or to hold any annual general meeting for the purpose of considering the balance-sheet and accounts or for any other purpose or to comply with the provisions of section 159 of the Companies Act, 1956 (1 of 1956), and it shall not thereafter be necessary for the Board of Directors of the transferor bank to meet as required by section 285 of that Act.

(4) I. The transferee bank shall, in consultation with the transferor bank, value the property and assets and reckon the liabilities of the transferor bank in accordance with the following provisions, namely:—

- (a) investments including Government securities shall be valued at the market rates prevailing on the day immediately preceding the prescribed date:

Provided that the securities of the Central Government such as Post Office Certificates, Treasury Savings Deposit Certificates and any other securities or certificates issued under the small savings scheme of the Central Government shall be valued at their face value or the encashable value as on the said date, whichever is higher;

- (b) where the market value of any Government security such as the Zamindari Abolition Bonds or other similar security in respect of which the principal is payable in instalments is not ascertainable or is, for any reason, not considered as reflecting the fair value thereof or as otherwise appropriate, the security shall be valued at such an amount as is considered reasonable having regard to the instalments of principal and interest remaining to be paid, the period during which such instalments are payable, the yield of any security issued by the Government to which the security pertains and having the same or approximately the same maturity, and other relevant factors;
- (c) where the market value of any security, share, debenture, bond or other investment is not considered reasonable by reason of its having been affected by abnormal factors, the investment may be valued on the basis of its average market value over any reasonable period;

- (d) where the market value of any security, share, debenture, bond or other investment is not ascertainable, only such value, if any, shall be taken into account as is considered reasonable, having regard to the financial position of the issuing concern, the dividends paid by it during the preceding five years and other relevant factors;
- (e) premises and all other immovable properties and any assets acquired in satisfaction of claims shall be valued at their market value;
- (f) furniture and fixtures, stationery in stock and other assets, if any, shall be valued at the written down value as per books or the realisable value as may be considered reasonable;
- (g) advances including bills purchased and discounted, book debts and sundry assets, will be scrutinised by the transferee bank and the securities, including guarantees, held as cover therefor examined and verified by the transferee bank. Thereafter, the advances, including portions thereof, will be classified into two categories, namely, "Advances considered good and readily realisable" and "Advances considered not readily realisable and/or bad or doubtful of recovery";
- (h) the unrealised assets of the Prabhat Bank Limited, amalgamated with the transferor bank, shall be valued according to the scheme of amalgamation of the Prabhat Bank Limited with the transferor bank sanctioned by the Central Government by the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. F. 4(100)-BC/60, dated the 20th February, 1961.

II. Liabilities for purposes of this scheme shall include all contingent liabilities which the transferee bank may reasonably be expected or required to meet out of its own resources on or after the prescribed date.

III. Where the valuation of any asset cannot be determined on the prescribed date, it may, with the approval of the Reserve Bank of India, be treated partly or wholly as an asset realisable at a later date.

In the event of any disagreement between the transferee bank and the transferor bank as regards the valuation of any assets or the classification of any advance or the determination of any liability, the matter shall be referred to the Reserve Bank of India, whose opinion shall be final;

Provided that until such an opinion is received, the valuation of the item or portion thereof by the transferee bank shall provisionally be adopted for the purpose of this scheme.

It shall be competent for the Reserve Bank in the event of its becoming necessary to do so, to obtain such technical advice as it may consider to be appropriate in connection with the valuation of any such item of asset or determination of any such item of liability, and the cost of obtaining such advice shall be payable in full out of the assets of the transferor bank.

The valuation of the assets and the determination of the liabilities in accordance with the foregoing provisions shall be binding on both the banks and the members and creditors thereof.

(5) In consideration of the transfer of the property and the assets of the transferor bank to the transferee bank the transferee bank shall discharge the liabilities of the transferor bank to the extent mentioned in this and the following clauses, namely:—

- (a) any sums deposited by any employee of the transferor bank with that bank as staff security deposits together with interest, if any, accrued thereon up to the prescribed date and all other outside liabilities as on the prescribed date excluding deposits shall be paid or provided for in full.

*Explanation.*—For the purposes of this clause, interest payable on a deposit up to the prescribed date shall be regarded as part of the concerned deposit;

- (b) in respect of every saving bank account or current account or any other deposit including a fixed deposit, cash certificate, monthly deposit, deposit payable at call or short notice or any other deposit by whatever name called with the transferor bank and every other account not covered by clause (a), including interest to the extent payable under this scheme, the transferee bank shall open with itself on the prescribed

date a corresponding and similar account in the name of the respective holder(s) thereof crediting thereto the *pro rata* share available in respect of each of the accounts out of the assets referred to in paragraph (4) as valued for the purposes of this scheme on the prescribed date, after excluding from the said assets as so valued the advances considered not readily realisable or bad or doubtful of recovery, any asset or portion of an asset not valued on the prescribed date and any amount needed for the payments or provisions mentioned at clause (a) above and after adding to the said assets as so valued the aggregate amount of the payments made in terms of clause (a)(i) of paragraph 2 of the moratorium order dated the 9th January, 1970, issued to the transferor bank.

Provided that any payment made from a deposit account on or after the 11th January, 1970, and before the prescribed date, shall be reckoned towards the amount to be credited under this clause and, accordingly the amount to be credited shall be the *pro rata* share less the amount of such payment.

Provided further that where the transferee bank entertains a reasonable doubt about the correctness of the entries made in any particular account it may, with the approval of the Reserve Bank, withhold the credit to be made in that account in terms of this clause till the transferee bank is able to ascertain the correct balance in such account.

*Explanation.*—The term '*pro rata*' shall, insofar as it occurs in this paragraph, mean in proportion to the respective amounts remaining due as at the close of business on the 10th January 1970 (inclusive of interest payable up to that date) and shall, insofar as it occurs elsewhere in this scheme, mean 'in proportion to the respective amounts remaining due at the time of the payment or distribution';

(c) after the credits referred to in clause (b) above have been afforded, the transferee bank shall, with the least possible delay but in any case not later than three months from the prescribed date, furnish to the Deposit Insurance Corporation established under the Deposit Insurance Corporation Act, 1961 (47 of 1961), (hereinafter referred to as the Corporation) a list complying in all respects with the requirements of sub-section (1) of section 18 of that Act and thereafter whenever amounts referred to in sub-section (2) of section 18 of that Act are received from the Corporation, the transferee bank shall credit each of the accounts referred to in clause (b) above, within seven days from the date or dates on which the amounts are received, to the extent of the sums due to that account in accordance with sub-section (2) of section 18 of that Act:

Provided that—

- (i) if any account referred to in clause (b) has been closed or has matured for payment at the time when any amount for credit to that account is received from the Corporation, the payment to the person entitled to the said amount shall be made by the transferee bank in cash;
- (ii) in case the person entitled to any amount referred to in clause (b) cannot be found or is not readily traceable, provision for the amount due to such person shall be made and accounted for separately on the books of the Corporation itself and it shall not be necessary for the Corporation to pay the amounts to the transferee bank unless the person entitled to the amount is found or traced and the Corporation has decided to make the payment in respect of that person through the transferee bank;
- (d) on the prescribed date, the entire amount of the paid-up capital and reserves of the transferor bank shall be treated as provision for bad and doubtful debts and depreciation in other assets of the transferor bank and the rights of the members of the transferor bank shall, in relation to the transferee bank, be as provided for in paragraph (6) below.

¶(6) In respect of—

- (a) every account mentioned in clause (b) of the preceding paragraph, the balance in the account, if any, remaining uncredited in terms of that clause and clause (c) and

- (b) every share in the transferor bank, the amount of which was treated as paid up towards share capital by or on behalf of each share-holder immediately before the prescribed date and/or the amount paid on account of the calls made by the transferee bank in pursuance of clause (1) below

shall be treated as a collection account and shall be entered as such in the books of the transferee bank and payments against the account shall be made in the following manner, namely.

- (i)(a) the transferee bank shall call upon every person who on the prescribed date was registered as the holder of a share in the transferor bank (or would have been entitled to be so registered) to pay within three months from such date or dates as may be specified, the uncalled amount remaining unpaid by him in respect of such shares and the calls in arrears, if any;
- (b) the transferee bank shall take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts due under clause (a) together with interest at six per cent. per annum for the period of the default;
- (ii) the transferee bank shall, in respect of the advances, bills purchased and discounted, book debts and sundry debts and other assets, which are classified as "Advances considered not readily realisable and/or bad or doubtful of recovery", or which are or may be realisable wholly or partly after the prescribed date in terms of paragraph (4) above, take all available steps having regard to the circumstances of each case to demand and enforce payment, provided, however, that if the amount of a debt or asset exceeds Rs. 5,000, the transferee bank shall not, except with the approval of the Reserve Bank of India;
  - (a) enter into a compromise or arrangement with the debtor or any other person or write off any such debt or asset;
  - (b) sell or otherwise dispose of any securities transferred to it or any asset taken over by it;
- (iii) the transferee bank shall, in addition, take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts, if any, awarded as damages by the High Court against any promoter, director, manager or other officer of the transferor bank under section 45L of the Banking Regulation Act, 1949, read with section 45H thereof and also with section 543 of the Companies Act, 1956 (1 of 1956);
- (iv) the transferee bank may, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above, make payment or provision in respect of any contingent liability to the extent that the provision made therefor under paragraph (5)(a) proves to be inadequate, as also with the prior approval of the Reserve Bank, in respect of any liability whether contingent or absolute which was not assessed in terms of paragraph (4) above and has arisen or been discovered on or after the prescribed date;
- (v) the transferee bank shall out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above after deducting therefrom the expenditure incurred for the purpose and, with the approval of the Reserve Bank of India, such other expenses as may be considered reasonable and the amount appropriated therefrom in terms of clause (iv) above, or out of the balance, if any, which may be available from out of the provision in respect of contingent liabilities as reckoned for the purposes of this scheme after the extent of such liabilities has finally been ascertained,
  - (a) pay to the Corporation the amount received by the transferee bank from the Corporation under sub-section (2) of section 18 of the Deposit Insurance Corporation Act, 1961 (47 of 1961) and the amount, if any, provided for by the Corporation; and,
  - (b) pay, in the case of depositors in respect of whom no amounts have been received by the transferee bank from the Corporation, the amounts due in respect of the collection accounts, and in the case of depositors in respect of whom any amounts have been received by the transferee



bank from the Corporation or have been provided for by the Corporation the balance if any due to them in their collection accounts after the amounts due from the said accounts to the Corporation in respect of the payment made or provided for by the Corporation have first been paid in accordance with the provisions of sub-clause (a) above:

Provided that the amount due to the Corporation shall, if it becomes necessary so to do, be provided for in the books of the transferee bank and be paid to the Corporation in the manner specified in clause (d) of regulation 22 of the Deposit Insurance Corporation General Regulations, 1961;

Provided further that the transferee bank shall make the payments referred to in clause (b) above,

- (i) if the corresponding or similar account mentioned in clause (b) of paragraph (5) has not been closed or has not matured for payment, by credit to that account, and
- (ii) if the said account has been closed or has matured for payment, in cash;
- (vi) the amounts due to the Corporation in terms of sub-clause (a) of clause (v) above and the amounts due to the collection accounts of the depositors in terms of sub-clause (b) of that clause shall rank equally among themselves, and if they cannot be paid in full shall abate in equal proportions;
- (vii) after the payments referred to in clause (v) of this paragraph have been made or provided for in full, the transferee bank shall, out of the balance of the amounts referred to in clause (v) which may be available to it, make payments *pro rata* towards the amounts, if any, due to the accounts of the former shareholders of the transferor bank;

Provided that the transferee bank shall give to any person to whom any payment may be due under this clause such reasonable notice, not exceeding three months and not being less than one month as it may consider appropriate of the payment being due, and

- (a) if during the period of this notice a request has not been received in writing for the payment of the amount due in cash and if the amount of the payment due is also not less than the highest closing price of an ordinary share in the transferee bank as quoted on any recognised stock exchange on or immediately before the date on which the notice is issued, or where the ordinary share of the transferee bank is not quoted on any recognised stock exchange the price of the share as determined by the Reserve Bank, the transferee bank shall allot to the payee a share or shares in the transferee bank to the extent possible and disburse in cash the balance, if any, of the amount which may be due; and
- (b) if the conditions mentioned in sub-clause (a) above are not fulfilled the transferee bank shall disburse the amount in cash;

Provided further that the allotment of the shares or the payments aforesaid shall in each case be made before the end of six months from the date on which notice of the payment falling due is deemed to have been served in accordance with the provisions of this scheme;

- (viii) the amounts due to the collection accounts referred to in this paragraph shall be deemed to be a liability of the transferee bank only to the extent provided for in this scheme;
- (ix) on the expiry of twelve years from the prescribed date or such earlier period as the Central Government after consulting the Reserve Bank of India may specify for this purpose, any item referred to in clause (i) of this paragraph which may not have been realised by that date shall be valued by the transferee bank in consultation with the Reserve Bank and the transferee bank shall distribute any amount or amounts determined in the light of that valuation after deducting therefrom first any sum necessary for meeting the liabilities referred to in clause (iv) of this paragraph which may remain unsatisfied as on that date in the order and the manner provided in clauses (v), (vi) and (vii) above,
- (x) the transferee bank shall invest such moneys realised on account of items mentioned in the preceding clauses (i), (ii) and (iii) as are not likely to be required by it for immediate payment, in interest bearing deposits with itself or with any other bank or banks, in such manner and for such periods as may be appropriate having regard to the facts and

circumstances of the case or as the Reserve Bank of India may direct. The interest accrued shall be applied for meeting the liabilities referred to in clauses (iv), (v), (vi) and (vii) in the manner indicated therein.

(7) For the purposes of allotment to the shareholders of the transferor bank of shares in the transferee bank in terms of the foregoing paragraphs,

- (i) the transferee bank may issue shares in the manner and to the extent specified in this scheme and thereupon the share capital of the transferee bank shall, notwithstanding the provisions of any enactment, regulation or other instrument, be deemed to have been increased to the extent of the shares which are so issued; or
- (ii) the transferee bank may pay an amount equivalent to the value of the shares which are required to be issued in pursuance of the scheme to the Reserve Bank of India and thereupon in consideration of the amounts so paid, the Reserve Bank of India shall, out of the shares held by it in the transferee bank, transfer shares of an equivalent amount, for and on account of the shareholders of the transferor bank who may be entitled to the allotment of the said shares;

Provided that the Reserve Bank shall not be called upon to transfer shares held by it in the transferee bank, if as a result of the transfer, the shares held by it are reduced to less than fifty five per cent of the issued capital of the transferee bank.

(8) Notwithstanding anything contained in the foregoing paragraphs, the allotment of shares under this scheme shall not be made in such a manner that any person other than the Reserve Bank of India, a Corporation, an insurer as defined in the Insurance Act, 1938 (4 of 1938), a local authority, a co-operative society or a trustee of a public or private religious or charitable trust, comes to be registered as a shareholder, whether in his own name or jointly with any other person, of more than two hundred shares in the transferee bank; and for securing the above, the number of shares issuable to any person under this scheme, shall, if necessary, be reduced proportionately, payment being made in cash instead of in shares to that extent.

(9) Notwithstanding anything to the contrary contained in any contract, express or implied, no interest shall accrue on account of a deposit or other liability in any account mentioned in paragraphs (5) and (6) after the date of the moratorium except in respect of the staff security deposits mentioned in paragraph (5) (a) and interest shall be paid only in respect of the new accounts opened with the transferee bank in terms of paragraph (5) and credited in accordance with the provisions of that or the next succeeding paragraph and only at such rates as the transferee bank may allow.

(10) Notwithstanding the aforesaid provisions, the amount realised from the assets of the Prabhat Bank Limited under the scheme of amalgamation of that bank with the transferor bank as aforesaid shall be utilised by the transferee bank only for discharging the obligation of the transferor bank under the aforesaid scheme. The transferee bank shall discharge, to the extent possible, the obligations of the transferor bank under the aforesaid scheme, as if the transferee bank under this scheme were the transferee bank under the aforesaid scheme.

(11) No depositor or other creditor of the transferor bank shall be entitled to make any demand against the transferor bank or the transferee bank in respect of any liability of the transferor bank to him except to the extent prescribed by this scheme.

(12) No suit or other legal proceedings shall lie against the Central Government the Reserve Bank of India or the transferee or the transferor bank for anything which is in good faith done or intended to be done in pursuance of this scheme.

(13) All the employees of the transferor bank other than those specified in the Schedule referred to in the succeeding paragraph shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 11th January 1970;

Provided that the employees of the transferor bank who have, by notice in writing given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which this scheme has been sanctioned by the Central Government, intimated their intention of not becoming

employees of the transferee bank, shall be entitled to the payment of such compensation, if any, under the provisions of the Industrial Disputes Act, 1947 (14 of 1947), and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules or authorisations of the transferor bank immediately before the 11th January 1970;

Provided further that the transferee bank shall in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank be deemed also to have taken over liability for the payment of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank on the basis that their service has been continuous and has not been interrupted by their transfer to the transferee bank.

(14) The persons specified in the Schedule annexed to this scheme shall, on the prescribed date, cease to be the employees of the transferor bank and notwithstanding anything contained in any law for the time being in force or any agreement or contract, the persons so specified shall be entitled to and only to such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible to them under the rules or authorisations of the transferor bank immediately before the 11th January 1970;

Provided that the compensation, if any, for the loss of employment, so far as it relates to the unexpired portion of any contract of service, shall be such and only such as may be determined by the Reserve Bank (whose determination in this respect shall be final and binding);

Provided further that nothing herein shall be deemed to prevent the transferee bank from re-employing any person whose name has been specified in the Schedule annexed to this scheme in such capacity and on such terms and conditions as the transferee bank may deem fit.

(15) The transferee bank shall, on the expiry of a period not longer than three years from the date on which this scheme is sanctioned, pay or grant to the employees of the transferor bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank subject to the qualifications and experience of the said employees of the transferor bank being the same as or equivalent to those of such other employees of the transferor bank;

Provided that if any doubt or difference arises as to whether the qualifications or experience of any of the said employees are the same as or equivalent to the qualifications and experience of the other employees of corresponding rank or status of the transferee bank or as to the procedure or principles to be adopted for the fixation of the pay of the employees in the scales of pay of the transferee bank, the doubt or difference shall be referred to the Reserve Bank of India whose decision thereon shall be final.

(16) The trustees or administrators of any provident fund constituted for the employees of the transferor bank or, as the case may be, the transferor bank shall, on or as soon as possible after the prescribed date, transfer to the trustees of the employees provident fund constituted for the transferee bank, or otherwise as the transferee bank may direct, all the moneys and investments held in trust for the benefit of the employees of the transferor bank,

Provided that such latter trustees shall not be liable for any deficiency in the value of investments, or in respect of any act, neglect, or default done before the prescribed date.

(17) The transferee bank shall submit to the Reserve Bank of India such statements and information as may be required by the Reserve Bank of India from time to time regarding the implementation of this scheme.

(18) The transferee bank shall furnish to the shareholders of the transferor bank a statement of affairs of the transferor bank in such form and at such periodical intervals as the Reserve Bank of India may specify in this behalf. The sending of such statements shall be discontinued when so directed by the Reserve Bank.

(19) Any notice or other communication required to be given by the transferee bank shall be considered to be duly given if addressed and sent by pre-paid ordinary post to the addressee at the address registered in the books of the transferor bank, until a new address is registered in the books of the transferee bank, and such notice shall be deemed to be served on the expiry of forty-eight hours after it has been posted. Any notice or communication which is of general

Interest shall be advertised in addition in one or more daily newspapers which may be in circulation at the places where the transferor bank was transacting its business.

(20) If any doubt arises in interpreting any of the provisions of this scheme, the matter shall be referred to the Reserve Bank of India and its opinion shall be conclusive and binding on both the transferee and transferor banks, and also on all the members, depositors and other creditors and employees of each of these banks and on any other person having any rights or liability in relation to any of these banks.

(21) If any difficulty arises in giving effect to the provisions of this scheme, the Central Government may issue to the transferor and the transferee banks or to either of them such directions not inconsistent with the provisions of this scheme as may appear to the Central Government, after consulting the Reserve Bank of India, to be necessary or appropriate for the purpose of removing the difficulty.

*Schedule attached to and forming part of the scheme for the amalgamation of the National Bank of Lahore Ltd. as sanctioned by the Central Government under sub-section (7) of section 45 of the Banking Regulation Act, 1949 (10 of 1949).*

Name of the employee	Designation in the transferor bank.
1. Shri Ram Prakash Chopra . . . . .	Offg. General Manager, Head Office.
2. Shri Kailash Nath Sharma . . . . .	Secretary, Head Office
3. Shri Sant Singh . . . . .	Manager, Head Office
4. Shri Mukand Lal . . . . .	Manager Head Office
5. Shri C. L. Gignani. . . . .	Manager, Darya Gani.
6. Shri Piare Lal Anand . . . . .	Accountant, Head Office.
7. Shri A. P. Rishi . . . . .	Accountant, Head Office.
8. Shri G. M. Kapoor. . . . .	Accountant, Sadar Bazar Branch.
9. Shri M. L. Budhwar . . . . .	Manager, Najafgarh Road Branch.
10. Shri M. L. Arora . . . . .	Assistant Manager, Agra Branch,
11. Shri B. S. Anand . . . . .	Accountant, Jullundur City Branch.
12. Shri M. L. Anand . . . . .	Manager, Rishikesh Branch.

[No. F. 17(2)BC/70.]

**S.O. 733.**—In pursuance of sub-section (7) of section 45 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government hereby specifies the 23rd February, 1970 as the prescribed date in relation to the scheme for the amalgamation of the National Bank of Lahore Limited with the State Bank of India which has been sanctioned by the Central Government under the provisions of the said sub-section.

[No. F. 17(2)-BC/70(i).]

**S.O. 734.**—In exercise of the powers conferred by sub-section 2 of section 45 of the Banking Regulation Act, 1949 (10 of 1949), and in modification of this Ministry's Notification No. F. 17(2)-BC/70, dated the 9th January, 1970, the Central Government hereby directs that the order of moratorium made by it in respect of the National Bank of Lahore Limited, Delhi, shall remain in force upto and including the 22nd February, 1970.

[No. F. 17(2)-BC/70(ii).]

**S.O. 735.**—Whereas a scheme for the amalgamation of the National Bank of Lahore Limited with the State Bank of India has been sanctioned by the Central Government and the said scheme has come into operation;

Now therefore, in exercise of the powers conferred by sub-section 12 of section 45 of the Banking Regulation Act 1949, the Central Government, on the recommendation of the Reserve Bank, hereby directs that in its application to the conduct by the State Bank of India of the business acquired by it from the National

Bank of Lahore Limited under section 45 of the said Act, during the period between the 23rd February, 1970 and the 22nd February 1977, both days inclusive:—

- (1) section 33 of the State Bank of India Act, 1955 shall apply as if:—
  - (a) clause (i) has been substituted by the following clause namely “(i) the advancing and lending of money and the opening of cash credits with or without security”; and
  - (b) in clause (iv), the words “upon any of the securities specified in sub-clauses (a) to (d) of clause (i)” have been omitted and for the words “for or into any of the other investments above specified” the words “for and into any other investments” have been substituted.
- (2) The State Bank shall be exempt from clauses (a) and (c) of sub-section (1) of section 34 and clause (a) and sub-clause (ii) of clause (b) of sub-section (3) of that section, in so far as they preclude the State Bank from—
  - (i) Continuing or realising the loans or advances made for a period longer than twelve months or made against the security of immovable property;
  - (ii) Continuing or realising the loans or advances made against any negotiable instrument which does not carry on it the several responsibilities of at least two persons or firms unconnected with each other in general partnership or does not mature within twelve months of the date of the loan or advance.

[No. F. 17(2)-BC/70(Hi).]

K. YESURATNAM, Under Secy.

---

**(Department of Revenue and Insurance)**

**INCOME-TAX**

*New Delhi, the 2nd February 1970*

**S.O. 736.**—In exercise of the powers conferred by clause (b) of sub-section (2) of Section 30G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the under-mentioned temple to be a place of public worship of renown throughout the State of Madras for the purpose of the said Section.

**Sri Kamakshi Amman and Sri Ekambaranathaswami Temple, Sadhurangapatnam, Chingleput, Distt. Madras.**

[No. 17/F. No. 176/4/70-IT(AI).]

L. N. GUPTA, Under Secy

---

**(Department of Revenue and Insurance)**

**INCOME-TAX**

*New Delhi, the 11th February, 1970*

**S.O. 737.**—It is hereby notified for general information that the institution mentioned below has been approved by the Indian Council of Medical Research, the “prescribed authority” for the purposes of clause (ii), of sub-section (1) of Section 35 of the Income-tax Act, 1961 (43 of 1961):

*Institution*

**International College of Surgeons, Indian Section, Bombay.**

[No. 19/F. No. 203/2/70-IT(AII).]

S. N. NAUTIAL, Dy. Secy.

**(Department of Revenue & Insurance)***New Delhi, the 13th February 1970*

**S.O. 738.**—In exercise of the powers conferred by clause (j) of sub-section (1) of section 27B of the Insurance Act, 1938 (4 of 1938), the Central Government hereby declares the debentures issued in 1967 by the Industrial Credit and Investment Corporation of India Limited as approved investments for the purposes of the above section.

[No. F. 51(40)-INS.I/69.]

R. K. MAHAJAN, Dy. Secy.

**वित्त मंत्रालय****(राजस्व अं. र बीमा विभाग)**

नई दिल्ली, 13 फरवरी, 1970

**क्रा० आ० 738.**—बीमा अधिनियम, 1938 (1938 का 4) की धारा 27ख की उपधारा (1) के खण्ड (अ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इंडस्ट्रियल क्रेडिट एण्ड इन्वेस्टमेंट कारपोरेशन आफ इंडिया लिमिटेड द्वारा 1967 में पुरोघृत डिबेन्चरों को, उपयुक्त धारा के प्रयोजनों के लिए, अनुमोदित विनिधान घोषित करती है।

[सं० एफ० 51(40) आई० एन० एस० 1/69.]

आर० के० महाजन, उपसचिव।

**(Department of Revenue and Insurance)****GOLD CONTROL***New Delhi, the 18th February 1970*

**S.O. 739.**—Whereas an order for the confiscation of certain gold and gold ornaments found in the possession of Shri Nanu Mal s/o Shri Raghunath Parshad, of 1431, Maliwara, Delhi was made on the 22nd April, 1965, by Shri Jasjit Singh, the then Collector of Central Excise, Delhi, in case No. 35-Gold/63;

And whereas on the 21st July, 1965, an appeal was preferred to the Gold Control Administrator against the said order of confiscation and the said appeal is pending:

And whereas the said appeal cannot be heard and disposed of by the said Shri Jasjit Singh, who is now functioning as the Gold Control Administrator;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4, read with section 117, of the Gold (Control) Act, 1968 (45 of 1968), the Central Government hereby appoints Shri S. P. Kampani as the Gold Control Administrator for the purpose of hearing the said appeal.

[No. 1/70/F. No. 31/91/65-GCI.]

P. GOVINDAN NAIR, Secy.

**(Department of Revenue and Insurance)***New Delhi, the 23rd February 1970*

**S.O. 740.**—In exercise of the powers conferred by sub-section (4) of section 4 of the Gold (Control) Act, 1968 (45 of 1968), I, Jasjit Singh, the Administrator, hereby authorise the persons of and above the rank of Assistant Collector of Central Excise to exercise the powers exercisable by me under the provisions of

sub-sections (1) and (1A) of section 50 of the said Act relating to suspension and cancellation of licences or certificates issued under the said Act and hereby direct that the following amendment be made in the notification of the Government of India in the Ministry of Finance (Department of Revenue and Insurance) No. S.O. 4304, dated the 2nd December, 1968, namely:—

In the Table below the said notification, for the entry in column (3) against Serial No. 5, the entry "sub-sections (1) and (1A) of section 50" shall be substituted.

[No. F. 2/18/70-GC.II.]

JASJIT SINGH, Administrator.

**OFFICE OF THE ASSTT. COLLECTOR, CUSTOMS AND CENTRAL EXCISE,  
RAMPUR**

**NOTICE**

*Rampur, the 26th August 1969*

*To Whomsoever it may Concern.*

**S.O. 741.**—Whereas in view of the allegations contained in the enclosed annexure it appears that the persons owning the goods mentioned in the annexure had contravened the provisions of Section 11(c) (2), clause (a)/(b) of Section 11 D read with Section 11 F of the Customs Act, 1962, inasmuch as it is alleged that:—

(a) the said owners concerned had failed to deliver to the Superintendent of Central Excise, Chandausi before acquiring these goods an intimation containing the particulars of the place where the seized goods were proposed to be kept or stored after their acquisition and immediately on their acquisition he failed to deliver to the said officer a statement in relation to the goods in question, and

(b) the owners concerned had received the goods in question without a voucher required under Section 11 F.

The said owners concerned of the seized goods are hereby required to show cause to the Assistant Collector of Central Excise, Rampur why a penalty should not be imposed upon them under Section 112 of the Customs Act, 1962, and why the seized goods should not be confiscated under Section 111(P) of the Customs Act, 1962.

2. The said owners concerned are further directed to produce at the time of showing cause all the evidence upon which they intend to rely in support of their defence.

3. The said owners concerned are further requested to state whether they would like to avail of the opportunity to be heard in person before the case is adjudicated. If no mention is made about this in their written statement it would be presumed that they do not desire a personal hearing.

4. If no cause is shown against the action proposed to be taken within ten days of the receipt of this notice or they do not appear before the adjudicating officer when the case is posted for hearing, the case will be decided on merits on the basis of evidence already on record without further notice to them.

**ANNEXURE**

In pursuance of an information received by the Circle Officer of C. Ex., Chandausi, further intelligence gathered showed that contraband imported goods were brought the passengers coming from Delhi by the Special Sambhal-Delhi-Sambhal bus service plying on Mondays. Consequently a squad of Central Excise Officers of Chandausi Circle, headed by the Circle Officer of Central Excise, Chandausi, conducted a surprise check of Bus No. 3717 returning from Delhi in the early hours of 24th June 1969 near the Chaudhry Saral Octroi barrier, at Sambhal. It is alleged that during checking of the bus the Excise Officers found one package lying in the bus and kept in a rather suspicious manner; that the package was kept under watch by the Excise Officers, but none of the passengers handled the package which was wrapped in dirty clothes; that on being asked none of the passengers or the bus staff claimed it. The package on being taken out and opened was said to have contained synthetic fabrics of Japanese origin as detailed at S. No. 1 to 10 below. Another packet also similarly remained unclaimed. On opening

the packet by the Excise Officers it was found to contain sewing needless of Chinese Origin, as detailed at Sl. No. 11 to 15 below.

Sl. No.	Description of articles recovered	Quantity	Approx. market value
<i>Synthetic Fabrics:</i>			
1.	One piece Terryline worsted 'Indano de luxe' Black colour with 2½ mtrs. cheque-Made in England.		220/-
2.	One Roll of Nylon Flat Crape No. 644 Nylex, made in Japan, Design and Colour No. 51278.	One roll 25 yds.	400/-
3.	Do. Design and colour No. P	One Roll 25 yds.	400/-
4.	Do. No. 14	Do.	400/-
5.	Do. No. 8	Do.	400/-
6.	Do. No. A	Do.	400/-
7.	Do. No. K	Do.	400/-
8.	Suiting 1000 Tetrex Piec No. A4420 3454. Polyester Fabrics made in Japan, Colour Steel grey plus bluish.	One piece 12 yds.	700/-
9.	Do.	Do.	700/-
10.	Do.	Do.	700/-
TOTAL			4720/-

*Sewing Needles :*

11.	Balance Brand No. 1 Made in China	20 packets No. 50	5/-
12.	Do. No. 2	Do.	5/-
13.	Do. No. 3	Do.	5/-
14.	Do. No. 4	Do.	5/-
15.	Do. No. 5	10 packets, No. 250	2/50
TOTAL :			22/50

As these goods appear to have been transported in contravention of the restrictions imposed under Sections 11-C(2) and 11-D(i)(a) read with Section 11-F of the Customs Act, 1962, these were seized by the Excise Officers for action under the Customs Act, 1962.

2. These goods were liable to confiscation under Section 111(P) of the said Act and the owners thereof were also liable to penal action under Section 112 *ibid*.

[C. No. VIII(15)473-Cust./69/12395-396.]

RUPINDAR SINGH.

Assistant Collector, Central Excise.

**OFFICE OF THE COMMISSIONER OF INCOMETAX, MADHYA PRADESH,  
NAGPUR & BHANDARA, NAGPUR**

INCOME-TAX

*Nagpur, the 29th November 1969*

**S.O. 742.**—In exercise of the powers conferred on him under sub-section (2) of Section 124 of the Income-tax Act, 1961 (43 of 1961) and all other powers enabling him in this behalf and in partial modification of the Notification No. 23-IT(MP)/69 dated 4th October, 1969, the Commissioner of Income-tax, M.P., Nagpur and Bhandara, Nagpur hereby directs that the Income-tax Officer, Assessment-XII, Nagpur shall and the Income-tax Officer, Assessment-I, Nagpur shall not exercise



jurisdiction over the areas, persons or classes of persons, incomes or classes of incomes and/or cases or classes of cases shown in column 4 of the Schedule below.

## SCHEDULE

S. No.	Designation of ITO who shall exercise jurisdiction	Designation of ITO who shall not exercise jurisdiction	Jurisdiction
1	2	3	4
1.	Incometax Officer Assessment-XII, Nagpur.	Incometax Officer Assessment-I, Nagpur.	<p>All persons within the areas comprising of Nagpur district excluding Municipal Corporation limits of Nagpur.</p> <p>(i) whose last assessed income as determined by the ITO before 1-4-67 exceeded Rs. 15,000/- or</p> <p>(ii) where no assessment " has been made till 31-3-67 but a return has been filed before 1-4-67, the total income as per any such return exceeds Rs. 15,000/- or</p> <p>(iii) where no assessment has been made till 31-3-67 and no return has been filed before 1-4-67, the first return filed after 31-3-67 declares a total income exceeding Rs. 15,000/-.</p>

This Notification shall take effect from 8th December 1969.

[No. 37-IT(MP)/69.]

Nagpur, the 26th December 1969

**S.O. 743.**—In exercise of the powers conferred on him by sub-section (1) of section 124 of the Income-tax Act, 1961 (43 of 1961) and all other powers enabling him in this behalf and in partial modification of the Notification 48-IT(MP)/68, dated 8th December, 1968, the Commissioner of Income-tax, M.P., Nagpur and Bhandara, Nagpur hereby directs that the Income-tax Officer mentioned in column 2 of the schedule herebelow shall and the Income-tax Officer mentioned in column 3 of the schedule herebelow shall not exercise the powers of an Income-tax Officer in respect of the areas, persons or classes of persons, cases or classes of cases shown in column 4 of the schedule below.

## SCHEDULE

Designation of ITO who shall exercise powers in respect of jurisdiction shown in col. 4	Designation of ITO who shall not exercise powers in respect of jurisdiction shown in Col. 4	Jurisdiction
1	2	3
1. Incometax Officer, A-Ward, Khandwa.	Incometax Officer, B-Ward Khandwa.	All persons other than— (a) Govt. servants and (b) Limited companies, whose place of assessment is in Harda tehsils of Hoshangabad district.

This Notification shall take effect from 8th January 1970.

[No. 38-IT(MP)/69.]

Nagpur, the 31st January, 1970

**S.O. 744.**—In exercise of the powers conferred on him under sub-section (1) of Section 124 of the Income-tax Act, 1961 (43 of 1961) and all other powers enabling him in this behalf and in partial modification of the Notification No. 58-IT(MP)/68, dated 17th February, 1969, as amended from time to time, the Commissioner of Income-tax, Madhya Pradesh, Nagpur and Bhandara, Nagpur hereby directs that the Income-tax Officers mentioned in column 2 of the Schedule herebelow shall and the Income-tax Officer mentioned in column 3 of the Schedule herebelow shall not exercise the powers of an Income-tax Officer in respect of the areas

persons or classes of persons, incomes or classes of incomes and/or cases or classes of cases as given in column 4 of the Schedule herebelow.

#### SCHEDULE

Sl. No.	Designation of I. T. O. who shall exercise jurisdiction	Designation of I.T.O. who shall not exercise jurisdiction	Jurisdiction
1	2	3	4
1.	Incometax Officer, C-Ward Sagar.	Incometax Officer, A-Ward, Sagar.	All persons other than— (a) Limited companies and their Directors, Managing Agents, Managers, Principal Officers, Secretaries and Treasurers, (b) Govt. Servants, (c) All Doctors, Law yers, ITPs, Advocates & Cinema operators, whose place of assessment is in the following Municipal wards of Sagar City:— Parkotta, Jawaharganj, Rampura, Lajpatpura & Tilakganj.

This Notification shall take effect from 9th February, 1970.

[No. 41-IT(MP)/69.]

S.O. 745.—In exercise of the powers conferred on him by sub-section (2) of Section 124 of the Income-tax Act, 1961 (43 of 1961) and all other powers enabling him in this behalf and in partial modification of the Notification No. 44-IT(MP)/68, dated 11th November, 1968, the Commissioner of Income-tax, M.P., Nagpur and Bhandara, Nagpur hereby directs that the Income-tax Officer mentioned in column 2 of the schedule herebelow shall and the Income-tax Officer mentioned in column 3 of the Schedule herebelow shall not exercise the powers of an Income-tax Officer as detailed in para. (a) of the Notification dated 11th November, 1968, in respect of areas, persons or classes of persons, incomes or classes of income and/or cases or classes of cases shown in column 4 of the Schedule below.

#### SCHEDULE

Sl. No.	Designation of I. T. O. who shall exercise jurisdiction	Designation of ITO who shall not exercise jurisdiction	Jurisdiction
1	2	3	4
1.	Income-tax Officer, H-Ward Jabalpur.	Income-tax Officer, F-Ward, Jabalpur.	All persons other than— (a) Limited companies and their Directors, Managing Agents, Managers, Principal Officers, Secretaries and Treasurers, (b) Govt. Servants. (c) Private salary earners and (d) Refundees, within the areas comprising of Mandla district.

This Notification shall take effect from 9th February 1970.

[No. 42-IT(MP)/69.]

AVTAR SINGH,  
Commissioner of Income-tax.

**THE MADRAS CENTRAL EXCISE COLLECTORATE, MADRAS**

**CENTRAL EXCISES**

*Madras, the 7th February 1970*

**S.O. 746.**—In exercise of the powers conferred on me under Rule 173(D) of the Central Excise Rules, 1944, I hereby direct that the assessees of match factories in this Collectorate shall furnish to the Assistant Collector of Central Excise having jurisdiction over such factories the information regarding the formula of manufacture of matches viz., the principal raw material used in the manufacture of matches and the quantity of such material required for manufacture of a unit quantity of matches.

[C. No. V(38)/30/5/69-CX.I.]

**CUSTOMS**

*Madras, the 11th February 1970*

**S.O. 747.**—In exercise of the powers conferred by Section 8(b) of the Customs Act, 1962 (52 of 1962), I, S. Venkataraman, Collector of Central Excise, Madras hereby specify the limits of the Customs Area in the Customs Port of Veppalodai in Tirunelveli District of Tamil Nadu as follows:

North: A line drawn due East to Sea from Vattakeni.

South: A line drawn due East to Sea from Salt Pan.

East: Sea.

West: A line drawn North-South 46 Metres from high watermark along the shore between Vattakeni-Mukhadwaram and Southern end of the Second Crystalliser of Salt Pan, extending to 549 metres in length.

[C. No. VIII/48/21/69-Cus.]

**S.O. 748.**—In exercise of the powers conferred by Section 8(a) of the Customs Act, 1962 (52 of 1962) I, S. Venkataraman, Collector of Central Excise, Madras approve the place specified below to be a proper place at the Customs Port, Veppalodai in Tirunelveli District of Tamil Nadu for the unloading and loading of goods, as specified:

Name of the Port	No. of wharf the owner	Name of	Limits of the wharf	Particulars of goods to be dealt with	Manner of dealing
1	2	3	4	5	6
Veppalodai	I	Govt. Foreshore Area, opposite to Veppalodai Salt Factory, including Pier extending to a distance of 366 metres to North and 183 metres South of the Pier, adjoining Survey No. 1 of Pattanamurudur and 109 of Kalloorani Villages.		All goods other than heavy machinery, explosives and combustible materials insecticides and pesticides	Unloading and loading

[C. No. VIII/48/21/69-Cus.]

S. VENKATARAMAN, Collector.

**CENTRAL EXCISE COLLECTORATE, ALLAHABAD**

*Allahabad, the 16th February 1970*

**S.O. 749.**—In exercise of the powers conferred on me under Rule 233 of the Central Excise Rules, 1944, and in pursuance of proviso (iv) to Rule 173 G(2), as inserted *vide* G. I. Notification No. 4/70, dated 24th January, 1970, I hereby require the assessees, working under the Self Removal Procedure as laid down in Chapter VII-A of the said Rules, to file a declaration, with the Superintendent In-charge of their range with a copy to the proper officer, in the form as appended to this notification. The declaration shall contain (a) the number of last gate pass (G. P. 1 and G. P. 2) issued by the assessee upto 6 P.M. on the day prior to the Budget Day, (b) the closing balance of stocks held by the assessee at 6 P.M. on that day.

2. The above declaration may be furnished by the assessee by hand in the range office against a written acknowledgment where the factories are located at the

Range Headquarters. Other assessee, who may be satisfied away from the Headquarters of the range office, may send their declaration either by hand or through telegrams despatched on the same day. In cases where the information is sent by telegram, assessee are advised to keep with them the receipt of the telegrams sent by them so that the same may be available for inspection by the Central Excise Officers, as and when required.

Declaration of stock etc., on pre-budget Day by a manufacturer working under S.R.P.

1. Name of the licensee.
2. L. 4 licence No.
3. Commodity.

I/We hereby declare that the serial number of last gate pass(es) in form G.P. 1/G.P. 2 issued by me/us and the balance in hand of the exercisable goods manufactured by me/us on \* (date) ..... at 6 P.M. was/were as under:—

Name of goods with Tariff Item No.	Serial No. of 1st G.P. 1/G.P. 2.	Closing balance of excisable goods in stock as per R.G.I.
---------------------------------------	-------------------------------------	--

Certified that the particulars given above are correct.

Place \_\_\_\_\_  
Date \_\_\_\_\_

Signature of the assessee or his  
authorised agent.

\*One day prior to the presentation of annual/Supplementary Budget of the Union Government.

Handed over to Superintendent/A.C. of Central Excise on \_\_\_\_\_  
at \_\_\_\_\_.

[No. 1-C.E./1970.]

V. PARTHASARATHY, Collector.

## MINISTRY OF FOREIGN TRADE AND SUPPLY

(Central Licensing Area)

(Office of the Joint Chief Controller of Imports and Exports)

### ORDERS

New Delhi, the 3rd December 1969

**S.O. 750.**—M/s. The Ganga Sagar Corporation Ltd., Opposite Railway Station, Deoband, District Saharanpur, (U.P.) were granted import licence No. P/A/1212467/C/XX/27/D/27-30, dated 25th June 1968 valued Rs. 80,400 for import of spares for sugar mill machinery. They have applied for a duplicate exchange purposes copy of the said licence on the ground that the original exchange purposes copy of the licence has been lost/misplaced after having been registered with Bombay Custom House and utilized partly for Rs. 31,206 and leaving a balance of Rs. 49,194.

2. The applicants have filed an affidavit in support of their contention as required under para 302 read with Appendix 8 of the I.T.C. Hand Book of Rules and Procedure, 1969. I am satisfied that original exchange control purposes copy of the said licence has been lost/misplaced.

3. In exercise of the powers conferred on me under clause 9(cc) Import (Control) Order, 1955 dated 7th December 1955, as amended up-to-date, I order the cancellation of the original Exchange Control Purposes Copy of the Import Licence No. P/A/1212467/C/XX/D/27-30, dated 25th June, 1968.

4. The applicants are being issued a duplicate copy of the Exchange Control Purpose Copy of the said licence, in accordance with the para 302(i) of I.T.C. Hand Book of Rules and Procedure, 1969.

[No. F. Sugar/G-7/AM-68/AU-HRH/CLA/2475.]

New Delhi, the 31st January 1970

**S.O. 751.**—M/s. New Age Industries, Jharsa Road, Gurgaon (Haryana) were granted an import licence No. P/S/1615203/S/AN/32/D/29-30, dated 24th September 1969 for import of Cellulose Acetate Butyrate Moulding Powder, Polypropylene Moulding Powder (upto Rs. 43,670) and Cellulose Nitrate Sheets for Rs. 87,341. They have applied for issue of duplicate copy of Custom Purposes Copy of the licence as original copy has been lost/misplaced by them without having been registered with any custom authority and utilised at all.

2. They have filed an affidavit on stamped paper in support of their contention as required under para 302 of I.T.C. Hand Book of Rules and Procedure, 1969. I am satisfied that original Custom Purposes Copy of the said licence has been lost/misplaced.

3. In exercise of the powers conferred on me under Clause 9(cc) Imports (Control) Order, 1955 dated 7th December 1955 as amended up-to-date, I order the cancellation of Custom Purposes Copy of licence No. P/S/1615203 dated 24th September 1969.

4. The applicant is now being issued a duplicate copy of Custom Purposes Copy of the said licence in accordance with para 302 (4) of I.T.C. Hand Book of Rules and Procedure, 1969.

[No. F. NP/33/HAR/AM-70/AU-HRH/CLA/2764.]

**S.O. 752.**—M/s. Bharat Soap Factory Arya Samaj Road, Bharatpur (Rajasthan) were granted import licence No. P/S/1611917/C/XX/28/D/25-26 dated 2nd August 1968 for import of 'Dephinol Oxide' for Rs. 5,000 from G.C.A. They have applied for a duplicate custom purposes copy of the said licence on the ground that the original custom purposes copy of the licence has been lost/misplaced without having been registered with any customs authority and utilised at all.

2. The applicants have filed an affidavit in support of their contention as required under para 302 read with appendix 8 of the I.T.C. Hand Book of Rules and Procedure, 1969. I am satisfied that original customs copy of the said licence has been lost/misplaced.

3. In exercise of the powers conferred on me under clause 9(cc) Import (Control) Order, 1955 dated 7th December 1955, as amended up-to-date, I order the cancellation of the original custom purposes copy of import licence No. D/S/1611917/C/XX/28/D/25-26 dated 2nd August 1968.

4. The applicants are being issued a duplicate copy of the Custom purposes copy of the said licence in accordance with para 302(1) of I.T.C. Hand Book of Rules and Procedure, 1969.

[No. F. B-27/RAJ/AM-68/AU-HRH/CLA/2763.]

**S.O. 753.**—M/s. Jhanwar Plastic Industries, Industrial Areas, Bhilwara (Raj) were granted import licence No. P/S/1612690/C/XX/30/D/27-28, dated 15th January, 1969, for the import of (1) C.A. Flakes (upto Rs. 2880), (2) C.A. Butyrate Moulding Powder, (3) C.N. Sheets, (4) C.A. Film Scrap, (5) Polyester Films, (6) Pigment Dyestuff of permissible type, (7) Titanium Dioxide, (8) Acrylic Plastic Moulding Powder and (9) Acrylic Plastic Sheets of Pearlescent Variety (upto Rs. 14400) for a total value of Rs. 28800. They have applied for the duplicate copies of the Customs as well as Exchange Control Purposes Copies of the said licence on the ground that original copies of the licence have been lost/misplaced without having been registered with any Customs authority and utilized at all.

2. The applicants have filed an affidavit in support of their request as required under para 302 read with appendix 8 of the I.T.C. Hand Book of Rules and Procedure, 1969. I am satisfied that the original Custom and Exchange Control Purposes copies of the said licence have been lost/misplaced.

3. In exercise of the powers conferred on me under section 9(cc) Import (Control) Order, 1955, dated 7th December, 1955, as amended up-to-date, I order the cancellation of the original custom as well as exchange control copy of import licence No. P/S/1612690/C/XX/30/D/27-28, dated 15th January, 1969.

4. The applicants are being issued duplicates of both Customs as well as exchange control purposes copies of the said licence in accordance with para. 302(1) of ITC Hand Book of Rules and Procedure, 1969.

[No. F. NP-58/RAJ/AM-69/AU-HRH/CLA/2765.]

RAM MURTI SHARMA,

Joint Chief Controller of Imports and Exports-

## (Office of the Chief Controller of Imports and Exports)

## ORDERS

*New Delhi, the 3rd February 1970*

**S.O. 754.** M/s. The State Trading Corporation of India Ltd., New Delhi, were granted licence No. G/ST/2378746 dated 27th January 1968 from Rupee Payment Area and Letter of Authority in favour of M/s. Espl Trading Co., Bombay for import of Machine Tools valued Rs. 7,50,000. They have requested for the issue of duplicate Exchange Control Copy of the licence on the ground that the original Exchange Control Copy of the licence has been lost by them. It has been further reported by the licensee that the licence has been lost after having been registered with Bombay Port and utilised partly.

In support of their contention, the applicants have filed an affidavit. The undersigned is satisfied that the original Exchange Control Copy of the licence No. G/ST/2378746, dated 27th January 1968 has been lost and directs that a duplicate Exchange Control Copy of the said licence should be issued to them. The original Exchange Control Copy is cancelled.

The duplicate Exchange Control Copy of the licence is being issued separately.

[No. STC/Hun-40/67.68/RMC/715.]

*New Delhi, the 12th February 1970*

**S.O. 755.**—M/s. The State Trading Corporation of India Ltd., New Delhi, were granted licence No. G/T/2379003 dated 2nd April, 1968 from G.C.A. and Letter of Authority in favour of M/s. Mehra Spinning Mills, Amritsar for import of woollen rags valued Rs. 25883/-. They have requested for the issue of duplicate customs purposes copy of the licence on the ground that the original customs purposes copy of the licence has been lost by them. It has been further reported by the licensee that the licence has been lost after having been registered with Bombay Port and utilised partly.

In support of their contention, the applicants have filed an affidavit. The undersigned is satisfied that the original customs purposes copy of the licence No. G/ST/2379003, dated 2nd April, 1968 has been lost and directs that a duplicate customs purposes copy of the said licence should be issued to them. The original customs purposes copy is cancelled.

The duplicate customs purposes copy of the licence is being issued separately.

[No. STC/Misc. 124-128/67-68/RMCell/15707.]

G. S. SHARMA,

Deputy Chief Controller of Imports and Exports.

## (Office of the Jt. Chief Controller of Imports and Exports)

## (Iron and Steel Control Division)

## ORDER

*Calcutta, the 9th January 1970*

*Order cancelling Customs Purposes copy of the Import Licence No. P/S/8217402/C/XX/32/C/27-28/01/145, dated 29th August, 1969, in connection with the issue of duplicate copy of the same in terms of GLI 10/67, dated 23rd March, 1967.*

**S.O. 756.**—M/s. Modern Wire Netting Factory, 27, Bagmari Road, Calcutta-54 were granted Import licence No. P/S/8217402/C/XX/32/C/27-28/01/145, dated 29th August, for Rs. 7,700 for import of Prime G.I. Wire 0.376 mm. and thinner for manufacture of Wire Netting, Wire Mesh, Garden Fencing and Chain Link Fencing. They have applied for duplicate copy of the Customs Purposes Copy of the said licence on the ground that the original of the same has been lost. It is further stated that the original licence was not registered with any Customs Authorities and the full value of the licence, i.e., Rs. 7,700/- mentioned unutilised.

In support of the contention the applicants have filed one Affidavit to the effect that the original copy of the Customs Purposes copy of the licence has been lost. I am satisfied that the original Customs Purposes copy of the licence No. P/S/

3217402/C/XX/32/C/27-28/01/145, dated 29th August, 1969 for Rs. 7,700 has been lost and direct that duplicate copy of the same should be issued to the applicant. The original Customs Purposes copy of the licence is cancelled.

[No. I&E/II/01/145.]

J. MUKHERJI.

Deputy Chief Controller of Imports and Exports.

(Office of the Dy. Chief Controller of Imports and Exports)

CANCELLATION ORDER

Cochin, the 12th January 1970

S.O. 757.—M/s. Super Sea Foods, Palluruthy, Cochin-5, Kerala State were granted licences Nos. P/L/2594831/C/XX/31/E/F.1.2., dated 30th June, 1969 for Rs. 3,937 and P/L/2594887/C/XX/32/E/29/F.1.2., dated 17th July, 1969 by this office. They have now applied for duplicate Customs Purposes Copy of these licences on the grounds that the original Customs Purposes Copy of the licences have been misplaced. It is further stated that the original licences were not registered with any Customs authorities and utilised at all.

In support of their contention the applicant has filed an affidavits separate for each licence. I am satisfied that the original Customs Purposes Copies of the licences Nos. P/L/2594831/C/XX/31/E/F.1.2., dated 20th June, 1969, and P/L/2594887/C/XX/32/E/29/F.1.2., dated 17th July, 1969, have been lost and direct that the duplicate licences (Customs Purposes Copies) should be issued to the applicant. The original Customs Purposes Copies of the licences are cancelled.

(Issued from file No. Fish-50/REP/JS-68).

[No. 1/70/REP.]

R. K. KRISHNAN,

Dy. Chief Controller of Imports and Exports.

(Office of the Jt. Chief Controller of Imports and Exports)

ORDER

Bombay, the 15th January, 1970

S.O. 758.—The following licences were granted to M/s. Saurashtra Engineering Industries, Futnani Chamber, Masjid Bunder Road, Bombay-9, as nominees against exports effected by the registered exporters mentioned in column 3 below:

Sl. No.	Licence No. & Date	Value in Rs.	Description of goods	Name of exporter	Item exported
1	2	3	4	5	6
1	1299232 4-10-68	71,487	Inlet & exhaust valves thin walled bearing Nozzles & Nozzle Holders etc. 293-95-97-IV.	M/s. M. Fazalbhoy & Co.	Pressure stoves & lamps, Copper Utensils, Aluminium Utensils, Brass Utensils.
2	1293049 10-6-68	19,304	Do.	M/s. Gupta Cycle Co.	Cycle Parts.
3	1291770 8-5-68	10,782	Do.	M/s. Mehta Export Agencies, Bombay.	Brass Locks.
4	1298233 6-9-68	5,081	Felt Bobs, Steel Tubing Mechanical Nickel Anodes etc.	M/s. Kocher Trading Co.	Bicycle Hubs.

2. The aforesaid licences were issued subject to the conditions mentioned below:—

"The licence is issued subject to the condition that all items imported under it shall be used only in the licence holder's factory at the address shown in the application against which the licence is issued and no portion thereof will be utilised by the licensee for a unit/purpose other than the one for which the licence in question is issued or will be sold or be permitted to be utilised by any other party. The licensee shall maintain proper account of the consumption and utilisation of the goods imported against the licence".

3. A show cause notice No. 1/240/68/EP/Enf./10023, dated 6th August, 1969 was issued asking the said M/s. Saurashtra Engineering Industries, Bombay to show cause within 15 days, why the aforesaid licences issued in their favour should not be cancelled in terms of clause 9(a) of Imports (Control) Order, 1955 dated 7th December, 1955 as amended, on the ground that the same had been obtained by misrepresentation of facts.

4. In response to the aforesaid show cause notice M/s. Saurashtra Engineering Industries, Bombay, by their letter dated 25th August, 1969, asked for a true and certified copy of the reference made by this office to the Directorate of Industries, Bombay and all the reports of Directorate of Industries, Bombay. They also mentioned that they had referred the subject matter to the Chief Controller of Imports and Exports, New Delhi and added that they did not require a personal hearing in the matter until they had received a reply to their request for the supply of copies of the correspondence with Directorate of Industries and also from the Chief Controller of Imports and Exports, New Delhi. By letter dated 12th September, 1969, Shri A. L. Bhayani the firm's proprietor was requested to call on the Dy. Chief Controller of Imports and Exports, Shri I. R. Kakar for taking inspection of the report of the Directorate of Industries, Bombay. In response to this, one Shri Jayanthi Bhai appeared for interview on behalf of the firm with Shri I. R. Kakar, Dy. Chief Controller of Imports and Exports on 24th September, 1969. As Shri Jayanthi Bhai stated that he was not in any way officially connected with the firm of M/s. Saurashtra Engineering Industries, Bombay, but was representing 5, 6 other firms also, he was not allowed to take inspection of the relevant reports of the Directorate of Industries, Bombay. By the letter, dated 6th October, 1969, the firm's proprietor Shri A. L. Bhayani informed this office that he was not interested to appear for personal hearing before Shri I. R. Kakar, in view of the treatment given to the firm's representative Shri Jayanthi Bhai and asked for true and certified copies of the documents, references, reports, etc., in the possession of this office on the basis of which the charges made in the show cause notice dated 6th August, 1969, had been framed. The points of objection mentioned in the firm's letter, dated 6th October, 1969 were replied to, by letter No. 1/240/68/EP/Enf./17095, dated 4th November, 1969, addressed to the firm's proprietor Shri A. L. Bhayani who was also afforded one more opportunity to appear for personal hearing and for taking inspection of the relevant report of the Directorate of Industries, Bombay for giving reply to the show cause notice in question. The firm was also asked by the said letter to forward their written submission in response to the show cause notice in question by 18th November, 1969, positively. A telegraphic reply was sent by Shri A. L. Bhayani on 11th November, 1969, from Delhi address wherein the firm's proprietor repeated his demand for supply of certified copies of the relevant references and reports from the Directorate of Industries. He also asked for return of his licence No. 1299232, which had been submitted to this office. The relevant extract of the report of the Directorate of Industries was forwarded to Shri A. L. Bhayani under this office letter No. 1/240/68/EP/Enf./20258, dated 1st December, 1969, and he was once again asked to forward his reply to the show cause notice to reach this office on or before 10th December, 1969, failing which the matter will be decided ex-parte. In reply to this, Shri A. L. Bhayani, the firm's proprietor again sent a telegram on 14th December, 1969 from New Delhi asking for copies of the whole report instead of extract of the report of the Directorate of Industries.

5. The undersigned has carefully examined the firm's replies and has come to the conclusion that the firm has not been able to offer any satisfactory and convincing explanation or to produce any documentary evidence to refute the findings reported to this office by the Directorate of Industries which were reproduced in para 4 of the show cause notice No. 1/240/68/EP/Enf./10023 dated 6th August, 1969.



6. The undersigned has therefore satisfied that the firm was/is not genuinely engaged in the manufacture of the items mentioned in column 6 of the para. one above or of parts or components thereof against the exports of which items the aforesaid licences were obtained by them by declaring themselves as manufactures of the said items in their relevant applications, and that the licences in question were obtained by misrepresentation of facts.

7. Having regard to what has been stated in the preceeding para, the undersigned is satisfied that the licences in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned in exercise of powers vested in him under clause 9 sub-clause (a) of the Imports (Control) Order, 1955, hereby cancels the following licences issued in favour of M/s. Saurashtra Engineering Industries, Futnani Chamber, Masjid Bunder Road, Bombay-9.

Sl. No.	Licence No. & Date	Value in Rs.	Description of goods
1	2	3	4
1	1299232 4-10-68	71,487	Inlet & exhaust valves thin walled bearing Nozzles & Nozzle holder etc. 293-95-97-IV.
2	1293049 10-6-68	19,304	Do.
3	1291770 8-5-68	10,782	Do.
4	1298233 6-9-68	5,081	Felt bobs, Steel tubing Mechanical, Nickel Anodes etc.

[No. 1/240/68/EP/Enf.]

S. P. DIWAN,

Dy. Chief Controller of Imports and Exports.

## MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

(Department of Cooperation)

New Delhi, the 16th February 1970

S.O. 759.—In exercise of the powers conferred by Sub-section (1) of Section 4 of the Multi-Unit Cooperative Societies Act, 1942 (6 of 1942) and in supersession of the notification of the Government of India, in the Ministry of Food, Agriculture, Community Development and Cooperation (Department of Cooperation) No. F. 7-27/66-Credit, dated the 8th December, 1969, the Central Government hereby appoint Shri M. Subramanyam, Joint Secretary in the Ministry of Food, Agriculture, Community Development and Cooperation (Department of Cooperation) as the Central Registrar of Cooperative Societies.

[No. 7-27/66-Credit.]

S. SATYABHAMA, Dy. Secy.

## MINISTRY OF EDUCATION AND YOUTH SERVICES

New Delhi, the 20th February 1970

S.O. 760.—In exercise of the powers conferred by section 25 of the University Grants Commission Act, 1956 (3 of 1956), the Central Government hereby makes

the following rules further to amend the University Grants Commission (Returns and Information) Rules, 1957, published with the notification of the Government of India in the late Ministry of Education and Scientific Research No. F. 24-10/56-U5, dated the 28th October, 1957, namely:—

1. These rules may be called the University Grants Commission (Returns and Information) (Amendment) Rules, 1970.

2. In the University Grants Commission (Returns and Information) Rules, 1957,—

(i) rule 3 shall be omitted;

(ii) in rule 4, for the words "shall also furnish", the words "shall furnish" shall be substituted.

[No. F. 9-45/69-U2.]

TRIYOGI NARAIN, Under Secy.

## MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

*New Delhi, the 18th February 1970*

**S.O. 761.**—In exercise of the powers conferred by sub-section (1) of section 15 of the Merchant Shipping Act, 1958 (44 of 1958), read with rules 3 and 7 of the Shipping Development Fund Committee (General) Rules, 1900, the Central Government hereby appoints Shri R. Doraiswamy, Director General of Shipping, Bombay, as a member of the Shipping Development Fund Committee, with effect from the 2nd February, 1970, and makes the following further amendment in the notification of the Government of India in the late Ministry of Transport and Communications (Department of Transport) (Transport Wing), No 33-MS(222)/58-II, dated the 17th March, 1959, namely:—

In the said notification, after serial No. 6 and the entries relating thereto, the following entry shall be inserted namely:—

"7. Shri R. Doraiswamy,  
Director General of Shipping,  
Bombay.

2.2.1970"

[No. 35-MD(25)/69.]

**S.O. 762.**—In exercise of the powers conferred by sub-section (1) of section 15 of the Merchant Shipping Act, 1958 (44 of 1958), read with rules 3 and 7 of the Shipping Development Fund Committee (General) Rules, 1960, the Central Government hereby appoints Shri R. Tirumalai, Joint Secretary to the Government of India, Ministry of Shipping and Transport, as a member of the Shipping Development Fund Committee, with effect from the 2nd February, 1970 *vice* Shri R. Doraiswamy and makes the following further amendment in the notification of the Government of India in the late Ministry of Transport and Communications (Department of Transport) (Transport Wing), No. 33-MS(222)/58-II, dated the 17th March, 1959, namely:—

In the said notification, for serial No. 6 and the entries relating thereto, the following shall be substituted, namely:

"6. Shri Tirumalai,  
Joint Secretary to the  
Government of India,  
Ministry of Shipping & Transport.

2.2.1970."

[No. 35-MD(25)/69.]

JASWANT SINGH, Under Secy.

## MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS (Department of Petroleum and Chemicals)

ORDER

*New Delhi, the 11th February 1970*

**S.O. 763.**—In pursuance of sub-paragraph (3) of paragraph 3 of the Petroleum Products (Collection of Information) Order, 1966, the Central Government hereby

rescinds the Order issued under S.O. 2723, published in the Gazette of India on 12th July, 1969.

[No. F. 45(5)/69-I.O.C.]

H. C. SHARMA, Under Secy-

## पेट्रोलियम तथा रसायन और खान तथा वातु मंत्रालय

### (पेट्रोलियम विभाग)

नई दिल्ली, 22 दिसम्बर, 1969

का० आ० स० 90.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में (कलोल) तेल क्षेत्र में व्यधन स्थल कुआं संख्या के० एच० एम० 102 से जी० जी० एस० 3 तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए और ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतदुपाद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब, पेट्रोलियम, पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद द्वारा घोषित किया है ।

3. उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, गुजरात पाइपलाइनस (तेल तथा प्राकृतिक गैस आयोग) के कार्यालय, बरोदा के पश्चिमी क्षेत्र रोड, न० 27, मकरपुरा रोड सैन्ट्रल वर्कशाप के पास बरोदा 4 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा । ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह यह चाहता है कि किसी उसकी सुनवाई व्यक्तिगत: हो यह किसी विधि व्यवसायी की मार्फत ।

### अनुसूची

कुआं संख्या के० एच० एम० 102 से जी० जी० एस० 3 तक पाइप लाइन बिछाने के लिये

राज्य गुजरात	जिला मेहसाना	तालुका	काडी	
गांव	सर्वेक्षण संख्या	हेक्टर	आर	पी० आर०
बिलाशवरपुरा	209	—	3	76
„	वी० पी० कार्ट ट्रैक	—	1	04
छत्तराल	117	—	5	20
अम्बवपुरा	176	—	6	44
„	175	—	8	84
„	174	—	4	42
„	173	—	2	02

गांव	सर्वेक्षण संख्या	हैक्टर	आर	पी० आर०
अम्बवपुरा	179	—	14	76
„	182/2	—	5	14
„	182/1	—	9	56
„	168	—	11	44
„	165	—	4	01
„	163	—	1	76
„	164	—	6	70
„	160/1	—	14	24
„	बी पी० ट्रक	—	1	50
„	160/2	—	5	27
„	142/ए	—	9	10
„	132	—	3	70
„	133/2	—	2	11
„	133/1	—	6	50
„	134	—	10	86
„	135	—	8	32
„	136/1	—	1	80
„	127	—	12	09

[संख्या 20/3/67 आई० ओ० सी०/लेबर एण्ड लैजिस]

का० आ० स० 91.—यतः पेट्रोलियम पाइप लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम तथा रसायन और खान तथा छातु मंत्रालय की अधिसूचना का० आ० स० 3366 तारीख 2-8-69 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमिओं के उपयोग के अधिकार को पाइप लाइनों के बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया है।

और यतः समक्ष प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार के रिपोर्ट दे दी है।

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार मंजूर करने का विनिश्चय किया है।

अब, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमिओं में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है और इस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमिओं में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस आयोग में, सभी विलगनों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

राज्य : गुजरात

जिला : सूरत

तालुका : मंगरोल

व्यघन स्थल संख्या 16 कोसमबा से जी० जी० एस० आई० तक पाइप लाइन बिछाने के लिए

गांव	सर्वेक्षण संख्या	हेक्टर	आर०	पी० आर०
कुवरघ	822	0	14	23
	821	0	7	51
	820	0	7	51
	806	0	5	78

[सं० 20/3/67 आई० ओ० सी०/लबर एण्ड सैजिस]

का० आ० 92 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में (कलील) तेल क्षेत्र में व्यघन स्थल कुआं संख्या के०आई०पी० 112 से जी० जी० एस० 7 तक पैट्रोलियम के परिवहन के लिए पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए और ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब, पैट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है ।

3. उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिये आक्षेप समक्ष प्राधिकारी, गुजरात पाइपलाइन्स (तेल तथा प्राकृतिक गैस आयोग) के कार्यालय, बरोदा के पश्चिमी भवन, शेड नं० 27, मकरपुरा रोड, सैन्ट्रल वर्कशॉप के पास बरोदा 4 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा । ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

कुआं संख्या के० आई० पी० 112 से जी० जी० एस० 7 तक पाइप लाइन बिछाने के लिये

राज्यः गुजरात

जिलाः गांधी नगर

तालुकाः

गांधी नगर

गांव	सर्वेक्षण संख्या	हेक्टर	आर०	पी० आर०
अबरसाद	1231	—	27	28
	वी पी आर्ट ट्रैक	—	0	82
	1230/1/1	—	6	41
	1229	—	7	10
			+10	53

गांव	सर्वेक्षण सं०	हैक्टर	आर०	पि० आर०
अवर साठ-जारी	1157	—	7	06
	1153	—	16	61
	1157	—	15	67
			+ 4	72
	1169/13	—	7	41
	1170/5 तथा 6	—	12	35
	1170/2 ए तथा बी	—	5	20
	1170/1	—	4	98
	1171/4	—	2	97
	1171/3	—	2	68
	1171/2	—	2	11
	1152	—	3	90
	1151/6	—	5	62
	1151/5	—	3	46
	1151/4	—	4	99
	1150/6	—	0	39
बी पी कार्टे ट्रैक		—	0	91
	1102/1	—	14	36
	1108	—	6	37
	1107	—	7	80

[सं० 20/3/67-आई० ओ० सी०/लेबर एण्ड लेजिस]

नई दिल्ली, 7 जनवरी, 1970

का० आ० 283:—पेट्रोलियम पाइप लाइन्ज (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में और भारत सरकार के पेट्रोलियम तथा रसायन मंत्रालय की अधिसूचना का० आ० संख्या 4564 दिनांक 28-12-68 का अधीन प्रक्रियण करते हुए, केन्द्रीय सरकार नीचे की अनुसूची के स्तम्भ (1) में वर्णित प्राधिकारी को, उक्त अनुसूची के स्तम्भ (3) की तत्स्थानी प्रविष्टि में वर्णित राज्य की सीमाओं के भीतर 15-12-69 से उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्य का पालन करने के लिये एतद्वारा प्राधिकृत करती है।

#### अनुसूची

नाम और प्राधिकारी	पता	प्रादेशिक अधिकारिता
(1)	(2)	(3)
श्री एस० एन० गंगोली, संपर्क अधिकारी	भारतीय तेल निगम लि० (शोधनशाला प्रभाग पाइप-लाइन्ज) पो० ओ० बरोनी तेल मण्डल, बिहार ।	बिहार राज्य परिष्करणो, जिला

[संख्या 31(6)/63-ओ० एन० जी०/ओ० आर०/लेबर लेजिस]

नई दिल्ली, 16 जनवरी, 1970

का० आ० 284:—यतः पेट्रोलियम पाइप लाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम तथा रसायन और खान तथा धातु मंत्रालय की अधिसूचना का० आ० सं० 3685 तारीख 26-8-69, जिसका 25 नवम्बर, 1969 को कानूनी आदेश संख्या 4888 द्वारा संख्या 20/3/67 आई० ओ० सी० लेबर एण्ड लेजिस के अन्तर्गत संशोधन किया गया था, द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमिओं के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आग्रह घोषित कर दिया है।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्द्वारा अर्जित किया जाता है और उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तेल और प्राकृतिक गैस, आयोग में सभी विलगनों से मुक्त रूप में, इस घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### अनुसूची

कुआं संख्या 14 (एस० एल०) से कुआं संख्या 15 (एस० टी०) तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात

जिला: मेहसाना

तालुका:

कलोल

गांव	सर्वेक्षण संख्या	हैक्टरज	आर०	पी० आर०
जंथालाज	457/1 तथा 2		10	82
	456	—	00	50
	455	—	7	38
	448 तथा 449	—	12	44
	450	—	1	81
	वी पी कार्ट ट्रैक	—	0	90
	444	—	1	00
	443	—	15	41
	432/2	—	2	82
	438/1 ए० }	—		
	438/1 बी० }	—	7	60
	438/1 सी० }	—		

गांव	सर्वेक्षण संख्या	हेक्टरज	आर०	पी० आर०
जेथालाज जारी	437/2	—	1	11
	430	—	8	49
	431	—	5	86
	376	—	0	50
	375	—	10	14
	374/1 } 374/2 }	— —	 3	 74

[संख्या 20/3/67-आई०ओ०सी०/लेबर एण्ड लेजिस]

म० वे० शिव प्रसाध राय, अव्वर सचिव ।

**MINISTRY OF HEALTH, FAMILY PLANNING AND WORKS, HOUSING AND URBAN DEVELOPMENT**

(Department of Health)

*New Delhi, the 16th December 1969*

**S.O. 764.**—Whereas the Central Government have, in pursuance of the provisions of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), nominated in consultation with the Government of Punjab, Dr. Harmel Singh, FRCS, Director of Health Services, Punjab, to be a member of the Medical Council of India with effect from the 28th November, 1969, *vice* Dr. K. Moti Singh, who has resigned;

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health No. F. 5-13/59-MI, dated the 9th January, 1960, namely:—

In the said notification, under the heading “Nominated under clause (a) of sub-section (1) of section 3” for the entry against serial No. 11, the following entry shall be substituted, namely:—

“Dr. Harmel Singh, FRCS, Director of Health Services, Punjab, Chandigarh”.

[No. F. 4-17/69-MPT.]

R. MURTHI, Under Secy.

(Department of Health)

*New Delhi, the 4th February 1970*

**S.O. 765.**—Whereas in pursuance of clause (e) of sub-section (2) of Section 3 of the Prevention of Food Adulteration Act, 1954, (37 of 1954) the State Government of Tamil Nadu has nominated Thiru K. Balasubramaniam, Public Analyst, Principal Laboratory, Coimbatore, as a member of the Central Committee for Food Standards *vice* Shri K. Narayanaswamy whose terms has expired;

And whereas in pursuance of clause (e) of sub-section (2) of section 3 of the said Act the State Government of Gujarat has nominated Dr. S. V. Jalihal, Deputy Director, Incharge Vaccine Institute, Baroda as a member of the said Committee *vice* Shri T. J. Boman who has resigned;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further



amendments in the notification of the Government of India in the late Ministry of Health No. S.R.O. 1236, dated the 1st June 1955 namely:—

In the said notification:—

- (a) against item 9 for the entry “Shri K. Narayanaswamy, Government Analyst, King Institute, Guindy, Madras” the entry “Thiru K. Balasubramaniam, Public Analyst, Principal Laboratory, Coimbatore,” shall be substituted.
- (b) against item 22, for the entry “Dr. T. J. Boman, Officer-in-charge, Public Health Laboratory, Baroda,” the entry “Dr. S. V. Jalihal, Deputy Director-in-charge Vaccine Institute, Baroda”, shall be substituted.

[No. F. 14-1/70-PH.]

K. SATYANARAYANA, Under Secy.

स्वास्थ्य, परिवार नियोजन, विमर्श, आवास एवं नगर विकास मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 4 फरवरी, 1970

एस० आर० 765—यतः खाद्य अपशिष्टन निवारण अधिनियम, 1954 (1954 का 37) की धारा 3 की उप-धारा (2) के खंड (ड) का पालन करते हुए तमिलनाडु राज्य सरकार ने श्री के० नारायण स्वामी के कार्यकाल के समाप्त हो जाने पर उनके स्थान पर प्रिन्सिपल प्रयोगशाला, कोयम्बटूर के लोक विश्लेषक श्री तिरु के० बाल सुब्रह्मण्यम् को खाद्य मानकों की केन्द्रीय समिति में एक सदस्य के रूप में नामित किया है ;

और यतः उक्त अधिनियम की धारा 3 की उपधारा (2) के खंड (ड) का पालन करते हुए गुजरात राज्य सरकार ने श्री टी० जे० बोमन द्वारा त्याग पत्र दे देने के कारण उनके स्थान पर वैक्सीन संस्थान, बड़ौदा के उपनिदेशक, इन्चार्ज डा० एस० बी० जलिहाल को उक्त समिति में एक सदस्य के रूप में नामित किया है ;

अतः, अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भूतपूर्व स्वास्थ्य मंत्रालय की एक जून, 1955 की अधिसूचना सं० एस० आर० आर० 1236 में और आगे निम्नलिखित संशोधन करती है नामतः—

उक्त अधिसूचना में :—

- (क) मद संख्या 9 के समक्ष “श्री के० नारायणस्वामी, सरकारी विश्लेषक किंग इन्स्टिट्यूट गिण्डी, मद्रास” के बदले “तिरु के० बाल सुब्रह्मण्यम् लोक विश्लेषक प्रिन्सिपल लेबोरेटरी, कोयम्बटूर की प्रविष्टि रखी जायेगी ।
- (ख) मद संख्या 22 के समक्ष प्रविष्टि “डा० टी० जे० बोमन अफसर इन्चार्ज लोक स्वास्थ्य प्रयोगशाला, बड़ौदा,” के बदले “डा० एस० बी० जलिहाल इन्चार्ज वैक्सीन संस्थान, बड़ौदा” की प्रविष्टि रखी जायेगी ।

[सं० प० 14-1/70-जन स्वास्थ्य]

के० मन्यनागयण, अवसर सचिव ।

## (Department of Works Housing and Urban Development)

*New Delhi, the 16th January 1970*

**S.O. 766.**—The Councillors and aldermen of the Municipal Corporation of Delhi having on the 1st September, 1969 elected Sarvashri Kedar Nath Sahni and Kishore Lal as representatives of the Corporation on the Delhi Development authority under clause (e) of sub-section (3) of Section 3 of the Delhi Development Act, 1957 (61 of 1957), in place of Sarvashri Kedar Nath Sahni and Surat Singh, the Central Government in exercise of the powers conferred by Section 3 of the said Act, makes the following amendments in the notification of the Government of India in the Ministry of Health No. 12-173/57-LSG, dated the 30th December, 1957, namely:—

In the said notification, in items Nos. 5 and 6 for the entry "Shri Kedar Nath Sahni and Shri Surat Singh", the following shall be substituted, namely:—

"5. Shri Kedar Nath Sahni. 6. Shri Kishore Lal".

[No. 5-12/69-U.D.]

G. L. GUPTA, Under Secy.

## MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMPANY AFFAIRS

(Department of Internal Trade)

(Civil Supplies Organisation)

ORDER

*New Delhi, the 20th February 1970*

**S.O. 767.**—In exercise of the powers conferred by sub-clause (xi) of clause (a) of section 2 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby declares the following commodity to be an essential commodity for the purposes of the said Act, namely:—

"Tyres and Tubes of Animal Drawn Vehicles".

[No. 26(7)/69-CS.II.]

B. K. VARMA, Under Secy.

औद्योगिक विकास, आन्तरिक व्यापार और कम्पनी कार्य मंत्रालय

(आन्तरिक व्यापार विभाग)

(निम्नलिखित प्रकाश संगठन)

आदेश

नई दिल्ली, 13 फरवरी, 1970

का. आ. 767:—आवश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 2 के खण्ड (क) के उप-खण्ड (11) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा निम्नलिखित वस्तु को उक्त अधिनियम के प्रयोजनों के लिये आवश्यक वस्तु घोषित करती है, अर्थात्:—

"जीव जन्तुओं द्वारा खींचे जाने वाले यानों के टायर और ट्यूब।"

[सं. 26(7)/69-सी. एस. ii]

बी. के. वर्मा, अव्वर सचिव

(Department of Industrial Development)

ORDER

New Delhi, the 20th February 1970

**S.O. 768/IDRA/6/3/70.**—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with rules 5 and 8 of the Development Council (Procedural) Rules, 1952, the Central Government hereby appoints, till 15th December, 1971, Shri J. G. Parikh, Director, Silk & Art Silk Mills Research Association, Worli, Bombay, in place of the Chairman, Silk and Art Silk Mills Research Association, as a member of the Development Council established by Order of the Government of India in the Ministry of Industrial Development, Internal Trade and Company Affairs (Department of Industrial Development) No. S.O. /IDRA/6/69, dated 18th December, 1969 for the scheduled industries engaged in the manufacture or production of Man-Made Textiles, and directs that the following amendment shall be made in the said order, namely:—

In the said Order, for entry No. 5 relating to the Chairman, The Silk and Art Silk Mills Research Association, the following entry shall be substituted, namely:—

"5. Shri J. G. Parikh, Director, The Silk and Art Silk Mills Research Association, Dr. Annie Besant Road, Worli, Bombay-25."

[No. 13(5)DC/69-L.C.]

B. N. MATHUR, Under Secy.

(Department of Industrial Development)

ORDER

New Delhi, the 20th February 1970

**S.O. 769.**—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with Rule 5(1) of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints, till the 22nd January, 1971, Shri H. Ramakrishna Rao, Director, Textile Machinery, Office of the Textile Commissioner, Bombay as Member Secretary of the Development Council for Textile Machinery Industry vice Dr. U. Bhattacharya, established by the Order of the Government of India in the erstwhile Ministry of Industrial Development and Company Affairs (Department of Industrial Development) No. S.O. 415, dated the 23rd January, 1969, for the schedule industries engaged in the manufacture or production of Textile Machinery and directs that the following amendment shall be made in the said Order, namely:—

In the said Order, for Dr. U. Bhattacharya occurring against S. No. 18 and in para 3, the following entry shall be substituted, namely:—

Shri H. Ramakrishna Rao.

[No. 2-49/68-MEI.]

I. V. CHUNKATH, Under Secy.

( औद्योगिक विकास विभाग )

आदेश

नई दिल्ली, 20 फरवरी, 1970

एस० ओ० 769:—उद्योग (विकास तथा विनियमन) अधिनियम 1951 (1951 का का 65) की धारा 6 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, विकास परिषदें (कार्यविधि नियम 1952 के नियम 5(1) के साथ पढ़ते

राज निदेशक सूती वस्त्र मशीन वस्त्र आयुक्त का कार्यालय बम्बई को डा० यू० भट्टाचार्य के स्थान पर 22 जनवरी 1971 तक के लिए वस्त्र मशीन उद्योग की विकास परिषद के सदस्य-सचिव के रूप में नियुक्त करती है, जिसकी स्थापना भारत सरकार के भूतपूर्व औद्योगिक विकास तथा समवाय-कार्य मंत्रालय (औद्योगिक विकास विभाग) के आदेश संख्या एस०

प्रो० 415 के द्वारा दिनांक 23 जनवरी, 1969 को सूती वस्त्र मशीनों के निर्माण का उत्पादनरत उद्योगों के लिए की गई थी और निदेश देती है कि उपर्युक्त आदेश में निम्नलिखित संशोधन किया जाएगा, अर्थात् :—

उपर्युक्त आदेश में, क्रम संख्या 18 तथा पैरा 3 के सामने डा० यू० भट्टाचार्य के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी अर्थात् :—

श्री एच० रामकृष्ण राव ।

[सं० 2-49/68-एम०ई०आई०]

आई०वी० चुक्ता, अवर सचिव ।

#### CORRIGENDUM

*New Delhi, the 20th February 1970*

**S.O. 770.**—In para 1, line 5 of the Order No. S.O. 1067, dated 13th March, 1969, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 22nd March, 1969:

For "1970" read "1971".

[No. 2-49/69-MEI.]

By Order,

I. V. CHUNKATH, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 20 फरवरी, 1970

एस० प्रो० 770:—भारत के राजपत्र के भाग 2, खण्ड 3, उप-खण्ड (2), दिनांक 22 मार्च, 1969 में प्रकाशित आदेश संख्या एस० प्रो० 1067 दिनांक 13-3-69 के पैरा 1 की 5वीं पंक्ति में "1970" के स्थान पर "1971" पढ़ा जाए ।

[सं० 2-49/69-एम०ई०आई०]

आदेश से,

आई० वी० चुक्ता, अवर सचिव ।

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, 10th January, 1970

**S.O. 771.**—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks), Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that thirtythree licences, particulars of which are given in the following Schedule, have been granted authorizing the licensees to use the Standard Marks:

THE SCHEDULE

SL No.	Licence No. (CM/L- )	Period of Validity From	To	Name and Address of the Licensee	Article/Process covered by the Licence and the Relevant IS: Designation
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-2197 1-1-1970	1-1-1970	31-12-1970	M/s. A. J. Lopez and Sons, XII/355, Power House Road, Ernakulam, Cochin-18	Tea-Chest Metal Fittings—IS: 10-1964.
2	CM/L-2198 7-1-1970	16-1-1970	15-1-1971	M/s. Kumardhubi Engineering Works Ltd., P.O. Kumardhubi, District Dharbad, having their Office at Chartered Bank Buildings, Calcutta-1.	Austenitic Martensitic Steel Castings—IS: 276-1969
3	CM/L-2199 8-1-1970	16-1-1970	15-1-1971	M/s. Steel Equipment & Constructor Pvt. Ltd., 22, G.T. Road (North), P.O. Liluah, Dist. Howrah.	Structural Steel (Standard Quality) IS: 226-1962
4	CM/L-2200 8-1-1970	16-1-1970	15-1-1971	Do.	Structural Steel (Ordinary Quality) IS: 1977-1962
5	CM/L-2201 8-1-1970	16-1-1970	15-1-1971	M/s. Sree Iron Foundry & Engineering Works Pvt. Ltd., 3 G.T. Road, Liluah, Howrah (W.Bengal)	C.I. Flushing Cisterns for water Closets & Urinals (Valveless Siphonic type) bell type, high level 12.5 Litres Capacity—IS: 774-1964.
6	CM/L-2202 8-1-1970	16-1-1970	15-1-1971	M/s. Naffar Chandra Jute Mills Ltd. Bhuthrath Kolay Road, Kankinara, P.S. Jagaddal, 24 Parganas.	New Jute Wool Pack—IS: 4856-1968
7	CM/L-2203 9-1-1970	16-1-1970	15-1-1971	M/s. Shah Metal Pressing Works, Amin Industrial Estate Sonawalla Cross Road Goregaon (East) Bombay-63 having their Regd. office at 201 Khetwadi Main Road, Bombay-4 BR	Wrought Aluminium Utensils, Grade: SIC—IS: 21-1959

(1)	(2)	(3)	(4)	(5)	(6)
8	CM/L-2204 9-1-1970	16-1-1970	15-1-1971	M/s. Avadh Plywood Industries, Bahraich Road, Gonda (U.P.)	Plywood Tea-Chest Battens—IS: 10-1964
9	CM/L-2205 9-1-1970	16-1-1970	15-1-1971	M/s. Champdany Jute Co. Ltd. (Wellington Jute Mill) Rishra, Distt. Hooghly, West Bengal having their office at 2 Netaji Subhas Road, Calcutta.	New Jute Wool Pack—IS: 4856-1968
10	CM/L-2206 13-1-1970	16-1-1970	15-1-1971	M/s. Megna Mills Company Limited, Jagatdal, 24 Parganas (West Bengal) having their office at 16 Strand Rd. Calcutta-1.	New Jute Wool Pack—IS: 4856-1968
11	CM/L-2207 13-1-1970	1-1-1970	31-12-1970	M/s. Indian Steel Rolling Mills Ltd., Mill Buildings, Nagapattinam (Tanjore Distt.), having their office at 108 Armenian Street (Oriental Buildings) Madras-1.	Cold Twisted Steel Bars for Concrete Reinforcement—IS: 1786-1966
12	CM/L-2208 13-1-1970	16-1-1970	15-1-1971	M/s. Esso Standard Eastern Inc., 24/3A & B CHIKKABIDERAKALLU Village, NEELAMANGALA TALUKA, Bangalore-Tumkur Rd., Bangalore District.	BHC emulsifiable concentrates—IS: 632-1966
13	CM/L-2209 14-1-1970	16-1-1970	15-1-1971	M/s. Ashok Traders, Plot No. 129-C Government Industrial Estate Kandivli (West), Bombay-67 having their office at 109 Bark of Baroda Building, 4th Floor, Palton Road, Bombay-1.	DDT Water Dispersible Powder Concentrates—IS: 565-1961
14	CM/L-2210 14-1-1970	16-1-1970	15-1-1971	M/s. Oriental Chemicals Pvt. Ltd., Plot No. A-7 MIDC Chemical Zone, Ambaranth having their office at R. No. 45, 5th Floor, Tardeo Air Conditioned Market, Bombay-34.	Copper Oxochloride Water Dispersible Powder Concentrates—IS: 1507-1966
15	CM/L-2211 13-1-1970	16-1-1970	15-1-1971	M/s. West Bengal Iron & Steel Manufacturing Works, 27 Eden Hospital Road, Calcutta-12.	Tea-Chest Metal Fittings—IS: 10-1964
16	CM/L-2212 14-1-1970	16-1-1970	15-1-1971	M/s. George Salters (India) Ltd. 55 Canal East Road, Calcutta-10.	Bitumen Felts for Waterproofing and Damp-Proofing, Type 3, Grade-1—IS: 1322-1965
17	CM/L-2213 15-1-1970	16-1-1970	15-1-1971	M/s. Ajeet Industrial Corporation, Lakhimpur Oil Mill Area, Purnananda Das Rd. Near Santipara Railway Gate, Dibrugarh, Distt. Lakhimpur, Assam.	Tea-Chest Metal Fittings—IS: 10-1964
18	CM/L-2214 20-1-1970	1-2-1970	31-1-1971	M/s. Parushotam Goudaldas Plywood Company, PAPPINISSERI-P.O. Cannanore District (Kerala State) having their office at Parushotam Goudaldas Buildings, Cannanore-1 (Kerala State)	Blockboards Grade 1, Type 2; Adhesive WWR—IS: 1659-1969

19	CM/L-2215 21-1-1970	1-2-1970	31-1-1971	M/s. Pesticides India, Udaisagar Road, Udaipur.	Oxychloride Water Dispersible Powder Concentrates—IS: 1507-1966
20	CM/L-2216 22-1-1970	1-2-1970	31-1-1971	M/s. Guid'ev Industries Pvt. Ltd., 36, Pandita Road, Calcutta, 29.	Tea-Chest Metal Fitting—IS: 10-1964.
21	CM/L-2217 22-1-1970	1-2-1970	31-1-1971	M/s. Barik Saragha Private Ltd., 77, Raja Dinendra Street, Calcutta-6 having their office at 15 Clive Row, Calcutta-1.	Tea-Chest Metal Fitting—IS: 10-1964
22	CM/L-2218 22-1-1970	16-1-1970	15-1-1971	M/s. Budge Budge Amalgamated Mill's Ltd., (Mill No. 1) 57 Maulana Azad Road, Budge Budge, Calcutta having their office at Yule House, 8 Clive Row, Calcutta-1.	New Jute Wool Pack—IS: 4856-1968
23	CM/L-2219 22-1-1970	1-2-1970	31-1-1971	M/s. National Industrials, West Chalakudi, Post, District TRICHUR (Kerala)	Tea-Chest Batters—IS: 10-1964
24	CM/L-2220 22-1-1970	1-2-1970	31-1-1971	M/s. Kanoria Chemicals and Industries Limited, P.O. Renukoot Dist. Mirzapur (U.P.) having their Regd office at 9 Barabourne Road, Calcutta-1.	BHC Technical—IS: 560-1961
25	CM/L-2221 28-1-1970	16-1-1970	15-1-1971	M/s. India Jute Company Ltd., Serampore, Dist. Hooghly having their office at 16 Strand Road, Calcutta-1.	New Jute Wool Pack—IS: 4856-1968
26	CM/L-2222 28-1-1970	16-1-1970	15-1-1971	M/s. Budge Budge Amalgamated Mill Ltd. (Mill No. 3) Manikpore SANKRAIL Howrah having their office at 'Yule House', 8 Clive Row, Calcutta-1.	New Jute Wool Pack—IS: 4856-1968
27	CM/L-2223 28-1-1970	16-1-1970	15-1-1971	M/s. National Co. Ltd., Raigunge (Andul) Distt. Howrah having their office at 18-A Barabourne Road, Calcutta-1.	New Jute Wool Pack—IS: 4856-1968
28	CM/L-2224 28-1-1970	1-2-1970	31-1-1971	M/s. Pioneer Wood Products, P.O. Margherita (Assam)	Tea-Chest Plywood Panels—IS: 10-1964
29	CM/L-2225 29-1-1970	1-2-1970	31-1-1971	M/s. Jai Chemicals 14/1, Mile, Delhi-Mathura Road, Faridabad (Haryana)	BHC Water Dispersible Powder Concentrates—IS: 562-1962
30	CM/L-2226 29-1-1970	1-2-1970	31-1-1971	M/s. Timber Traders Khajuri Road, P.O. Yamuna Nagar Distt. Ambala (Haryana) having their office at 217/D.R. Model Town, P.O. Yamuna Nagar, Distt. Ambala (Haryana).	Plywood Tea-Chest Batters—IS: 10-1964
31	CM/L-2227 29-1-1970	1-2-1970	31-1-1971	M/s. Eastern Minerals C-1 and C-2 Industrial Estate, Gwalior Road, Jhansi having their Regd. office at 195 Laxmangarh, Jhansi.	BHC Dusting Powders—IS: 561-1962

(1)	(2)	(3)	(4)	(5)	(6)
32	CM/L-2228 29-1-1970	1-2-1970	31-1-1971	M/s. Anant Industries (Regd.), Near M-30 Industrial Area, Jullunder City.	Carpenter's Metal Bodied Jack Bench Planes, Nominal size 50—IS: 4057-1967
33	CM/L-2229 30-1-1970	1-2-1970	31-1-1971	M/s. South India Plywood Industries, Market Landing Road, Kottayam (Kerala State)	Plywood for General Purposes—IS: 303-1960

[No. CMD/13:11]



New Delhi, the 10th February 1970

**S.O. 772.**—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended subsequently, the Indian Standards Institution hereby notifies that licence No. CM/L-1245, particulars of which are given below, has been cancelled with effect from 16th February, 1970:

Licence No. & Date	Name & Address of the Licensee	Article/Process Covered by the Licence Cancelled	Relevant Indian Standard
CM/L-1245 21-4-1966	M/s. Assam Conductors and Tubes Private Ltd. Industrial Estate, Gauhati (Assam)	Hard-Drawn Stranded Aluminium and Steelcored Aluminium Conductors for Overhead Power Transmission Purposes.	IS:398-1961

[No. CMD/55:1245.]

New Delhi, the 16th February 1970

**S.O. 773.**—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended subsequently, the Indian Standards Institution hereby notifies that licence No. CM/L-219, particulars of which are given below, has been cancelled with effect from 10 February 1970.

Licence No. & Date	Name & Address of the Licensee	Article/Process Covered by the licence cancelled.	Relevant Indian Standard
CM/L-219 31-8-1960	M/s. Motor & Machinery Manufacturers Ltd., 10 Jawahar Road, South Dum Dum, Calcutta-30 having their Office at 3/1 Krishna Behari Sen Street, Calcutta-7.	Three-phase induction motors from 1 HP to 25 HP. with class 'A' insulation.	IS: 325-1961 Specification for Three phase Induction Motors (Second Revision).

[No. CMD/55 : 219]

New Delhi, the 19th February 1970

**S.O. 774.**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for all metal reeds with plate baulks, details of which are given in the Schedule hereto annexed, has been determined and the fee shall come into force with effect from 16 February 1970.

#### THE SCHEDULE

Sl. Product/Class of Products No	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit
(1)	(2)	(3)	(4)
			(5)
1. All metal reeds with plate baulks.	IS:3022-1965 Specification for all metal reeds with plate baulks for use in cotton and silk looms.	1000 dents	10 Paise

[No. CMD/13 : 10]

**S.O. 775.**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard mark for the purpose of the Indian Standards Institution (Certification Marks) Act 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 16 February 1970.

#### THE SCHEDULE

Sl. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the Design of the Standard Mark
(1)	(2)	(3)	(4)	(5)
1.	IS : 3022	All metal reeds with plate baulks.	IS : 3022-1965 Specification for all metal reeds with plate baulks for use in cotton and silk looms.	The monogram of the Indian Standards Institution, consisting of letters ISI drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.



[No. CMD/13:9:

A. K. GUPTA,

Deputy Director General.

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi, the 10th February 1970

**S.O. 776.**—In exercise of the powers conferred on me under sub-regulation (4) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, modifications to the provisions of the Indian Standard, details of which are mentioned in the Schedule given hereafter, have tentatively been made with a view to expediting the use of the Standard Mark, without in any way affecting the quality of goods covered by the relevant standard. This notification shall come into force with immediate effect:

#### THE SCHEDULE

Sl. No.	No. and Title of Indian Standard, the Provisions of which have been Modified	Number of the Existing Clause Affected	Particulars of the Modifications Made to the Provisions
(1)	(2)	(3)	(4)
	IS:2287—1963 Specification for drafting machines.	Clause 2.4 pertaining to scales	Page 5, Clause 2.4—Add the following note at the end of the Clause : “NOTE : However, scales with non-metric graduations may be used, as per specifications of the foreign buyer, when the machines are manufactured for export”.

[No. CMD/13:4.]

(Dr.) A. N. GHOSH,  
Director General.

**MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION**

**(Department of Labour and Employment)**

*New Delhi, the 13th February 1970*

**S.O. 777.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Bombay in the industrial dispute between the employers in relation to the management of Wadegaon Manganese Mine of Messrs Patel and Patel Company, Nagpur, and their workmen, which was received by the Central Government on the 7th February, 1970.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2,  
BOMBAY**

**REFERENCE No. CGIT-2/11 of 1969**

**Employer in relation to M/s. Patel and Patel Co., Nagpur**

**AND**

**Their Workmen.**

**PRESENT:**

**Shri N. K. Vani, Presiding Officer.**

**APPEARANCES:**

*For the employer*—Shri B. R. Kurhekar, Manager, M/s. Patel and Patel Co.

*For the workmen*—Shri N. H. Kumbhare, President, Sidhartha Manganese Khadan Kamgar Sangh.

**INDUSTRY: Mines**

**STATE: Maharashtra,**

*Dated the 2nd February, 1970*

**AWARD**

By order No. 35/8/69-LR.IV, dated 29th July, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), in exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947), referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the management of Wadgaon Manganese Mine of M/s. Patel and Patel Company, Nagpur and their workmen in respect of the matters specified in the schedule mentioned below:—

**SCHEDULE**

“Whether the termination of services of Shri Ramchandra Nathuji Sirbhau, Foreman from the 1st February, 1969 without any notice under Section 25F of the Industrial Disputes Act, 1947 is legal? If not, to what relief he is entitled?”

2. The facts giving rise to this reference are as follows:—

3. Shri Ramchandra Nathuji Sirbhau, Foreman, was appointed on 15th May, 1962, in the services of Wadgaon Manganese Mine. One Shri Anadrao Deotale, Siding In-charge verbally asked him to hand over the charge of Foreman with effect from 1st February, 1969, as the firm of M/s. Patel and Patel Co., did not want his services any more. As his services were terminated without giving any notice and without complying with the provisions of Section 25F of the Industrial Disputes Act, 1947, the Union raised an industrial dispute before the Labour Enforcement Officer (C), Nagpur. The Labour Enforcement Officer (C), Nagpur heard the Union and the management, but could not settle the dispute. He submitted his failure of conciliator report to the Government. The Government thereafter made reference to this Tribunal for adjudicating the dispute.

4. The General Secretary, Sidhartha Manganese Khadan Kamgar Sangh, on behalf of Shri Ramchandra Nathuji Sirbhau filed statement of claim on 22nd September, 1969. On 28th October, 1969, he gave application to withdraw the previous statement with permission to file another statement. Another statement was filed on the same day. According to this statement, the workman Shri Ramchand'

Nathuji Sirbhau was in the employment of the Manganese Mine of M/s. Patel and Patel Co., at Wadgaon Tah. Ramtek, Distt. Nagpur. The services of this workman were terminated with effect from 1st February, 1969, on the ground that there was no work for him. As the termination was effected for want of work and as one month's notice was not given to him and the provisions of Section 25F of the Industrial Disputes Act, 1947 were not complied with, the termination of Shri Ramchandra Nathuji Sirbhau was illegal. He is entitled to be reinstated with back wages with continuity of service. Payment of compensation before retrenchment is statutory obligation.

5. The Manager for M/s. Patel and Patel Co., has filed statement at Ex. 2/E on 8th January, 1970. According to the Manager, the employee Shri Ramchandra Nathuji Sirbhau was the employee of M/s. D'Costa Bros., Mohan Nagar, Nagpur, the Mine Owner. M/s. Jayantibhai Patel and Co., Nagpur was the contractor of M/s. D'Costa Bros. to extract the ore from the Mine. Shri Ramchandra Sirbhau was Manager of M/s. D'Costa Bros. to look after their estate, i.e., mine. M/s. Jayantibhai Patel and Co., has stopped working of the mine in the year 1967. Shri Ramchandra Nathuji Sirbhau was paid full salary though he was to receive half pay (lay-off) during non-working period, under the provisions of Industrial Law. Shri Ramchandra Nathuji Sirbhau is aware of these facts. He accepted the amount in full and final satisfaction. The claim of Shri Ramchandra Nathuji Sirbhau is baseless and he is not entitled to any relief.

6. Points for consideration are as follows:—

- (i) Whether the termination of services of Shri Ramchandra Nathuji Sirbhau, Foreman from the 1st February, 1969 without any notice under Section 25F of the Industrial Disputes Act, 1947 is legal?
- (ii) To what relief is Shri Ramchandra Nathuji Sirbhau, entitled?
- (iii) Whether Patel and Patel Company, Nagpur is liable for the claims of Shri Ramchandra Nathuji Sirbhau?
- (iv) What order?

7 My findings are as follows:—

- (i) No.
- (ii) Shri Ramchandra Nathuji Sirbhau is entitled to get compensation of Rs. 1370 for wrongful termination of his service and in lieu of reinstatement.
- (iii) Yes.
- (iv) As per order.

#### *Reasons*

##### *Point No. 1*

8. Shri Ramchandra Nathuji Sirbhau has given evidence at Ex. 3/W. Shri B. R. Kurhekar, Manager, of M/s. Patel and Patel Co., has given evidence at Ex. 4/E.

9. In the conciliation proceedings before the Labour Enforcement Officer (C), at Nagpur. Shri Kurhekar had appeared on behalf of the management. He admits the discussions before the Conciliation Officer, i.e., the Labour Enforcement Officer (C), Nagpur as referred to in the failure of Conciliation Report at Ex. 5/W produced in the cross-examination of Shri Kurhekar.

10. From the evidence of Shri Ramachandra Nathuji Sirbhau Ex. 3/W and Shri Kurhekar Ex. 4/E and the Conciliation Officer's report at Ex. 5/W, it is crystal clear that the company verbally terminated the services of Shri Ramchandra Nathuji Sirbhau with effect from 1st February, 1969 without giving any notice as there was no work for him and as the mine was closed. It appears from these facts that Shri Ramchandra Nathuji Sirbhau was retrenched by the company as the mine was closed.

11. The case of Shri Ramchandra Nathuji Sirbhau is that the termination of his service without giving notice and necessary compensation is illegal because the company has not complied with the provisions of Section 25F of the Industrial Disputes Act, 1947. There is much force in this contention.

12. Section 25F of the Industrial Disputes Act, 1947 is as follows:—

“25F. Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reason; for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice wages for the period of the notice:

Provided that no such notice shall be necessary if the retrenchment is under an agreement which specifies a date for the termination of service:

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

13. In the present case, it appears that the mine was closed on account of financial difficulties and not on account of unavoidable circumstances beyond the control of the employer. Hence the employer has to pay compensation to the employee as laid down in Section 25F of the Industrial Disputes Act, 1947.

14. In the present case the employer has not given one month's notice in writing indicating the reasons for retrenchment. At the time of retrenchment the employer has not paid compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months. The employer has not served notice on the appropriate Government. As the employer has not complied with the provisions of Section 25F before retrenching Shri Ramchandra Nathuji Sirbhau, he has clearly violated the provisions of law. Hence the retrenchment of Shri Ramchandra Nathuji Sirbhau is illegal, unjust and wrongful. Hence my finding on point No. 1 is in the negative.

#### Point No. 2

15. In the case of wrongful retrenchment, the normal rule is that the retrenched employee is entitled to reinstatement. In the present case which I am deciding reinstatement will be of no use because the mine in which Shri Ramchandra Nathuji Sirbhau was working has been closed down.

16. In such a case the relief by way of substantial compensation in lieu of reinstatement would meet the requirements and would be reasonable and appropriate. I, therefore, propose to give the retrenched employee compensation in lieu of reinstatement. The employee Shri Ramchandra Nathuji Sirbhau was retrenched from service with effect from 1st February, 1969. I, therefore, order that he should be given compensation—

- (a) Full wages for the period from the date of retrenchment till 2nd February, 1970 i.e., the date on which this Tribunal is passing the order;
- (b) One month's wages as notice pay; and
- (c) 15 days wages for every completed year of service or any part thereof in excess of six months.

17. From the records it appears that Shri Ramchandra Nathuji Sirbhau was getting Rs. 110 per month including all allowances. On this basis the total amount of compensation would come to Rs. 1,870. Shri Ramchandra Nathuji Sirbhau is, therefore, entitled to compensation of Rs. 1,870 in lieu of reinstatement in service. Hence my finding on point No. 2 is as above.

#### Point No. 3

18. Shri Kurhekar Agent for M/s. Patel and Patel Co., contends that M/s. Patel and Patel Co., acted as an Agent to M/s. Jayantibhai Patel, that M/s. Jayantibhai Patel were the contractor of M/s. D'Costa Bros. and that M/s. Patel and Patel Co., are not liable for the claim of Shri Ramchandra Nathuji Sirbhau. This contention cannot be accepted even for a moment.

19. Shri Kurhekar has given evidence at Ex. 4/E in support of his contention raised in the written statement at Ex. 4/E. His evidence that M/s. Jayantibhai Patel and Co., was the contractor of M/s. D Costa Bros., that M/s. Patel and Patel Co., were the Agent of M/s. Jayantibhai Patel, that Jayantibhai Patel was the raising contractor of M/s. D Costa Bros. and that M/s. Patel and Patel Co., are not liable for the claims of Shri Ramchandra Nathuji Sirbhau is inconsistent with the case made out by him before the Conciliation Officer. He admits that the discussion that took place in the office of the Conciliation Officer as mentioned at Ex. 5/W is correct. He has never contended before the Conciliation Officer that M/s. Patel and Patel Co., were not liable because it was the agent of M/s. Jayantibhai Patel and Co., and that M/s. Jayantibhai Patel and Co., were the Contractors of M/s. D'Costa Bros. On the other hand he made out a case before the Conciliation Officer (C) as mentioned below:—

"The management stated that Shri Ramchandra Nathuji Sirbhau was appointed with effect from 15th May, 1962, but he is in our employment only from 1965 when M/s. Patel and Patel Co., took the said mine on raising contract from M/s. J. D'Costa Bros., Rajur. His services have been terminated by the management on the directions of Shri M. K. Dhote, Managing Partner of M/s. Patel and Patel Co., as the mining business has been closed long back and there is no work for him. They also stated that because of the depressed condition of the manganese industry the company has suffered great financial losses and is unable to pay any compensation as per the provisions of the Industrial Disputes Act. We do not agree for arbitration."

20. If we consider the stands taken by Shri Kurhekar one before the Conciliation Officer and the one before me it is clear that Shri Kurhekar's contention that M/s. Patel and Patel Co., are not the contractors and that M/s. Jayantibhai Patel and Co., are the contractors of M/s. D'Costa Bros. is an after-thought and an invention to avoid the liability. The stand taken by him before me is a false stand. His evidence before me cannot be, therefore, believed and given any weight.

21. I am satisfied from the record and the evidence of Shri Ramchandra Nathuji Sirbhau coupled with the failure of Conciliation report of the Labour Enforcement Officer (C), Nagpur that M/s. Patel and Patel Co., were the raising contractors and that the company is liable for the claims of Shri Ramchandra Nathuji Sirbhau. Hence my finding on point No. 3 is as above.

Point No. 4

22. In view of the above findings, I pass the following order:—

#### ORDER

- (i) It is hereby declared that the termination of services of Shri Ramchandra Nathuji Sirbhau, foreman from 1st February, 1969 without any notice under Section 25F of the Industrial Disputes Act, 1947 is not legal and that he is entitled to a compensation of Rs. 1,870 (Rupees one thousand, eight hundred and seventy) in lieu of reinstatement.
- (ii) M/s. Patel and Patel Co., are directed to pay the amount of Rs. 1,870 (Rupees one thousand, eight hundred and seventy) to Shri Ramchandra Nathuji Sirbhau within one month from the date of publication of this Award, in the Government of India Gazette.
- (iii) Award is made accordingly.
- (iv) No order as to costs.

(Sd.) N. K. VANI,

Presiding Officer,  
Central Government Industrial Tribunal No. 2, Bombay-  
2-2-70.

[No. 35/8/69-LRIV.]

New Delhi, the 16th February 1970

**S.O. 778.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 3) Dhanbad, in the industrial dispute between the employers in relation to the Kailudih Colliery of Messrs Trigunait and Brothers, Post Office Katrasgarh, District Dhanbad and their Messrs East Katras Colliery Company (Private) Limited, Post Office Katrasgarh, District Dhanbad and their workmen, which was received by the Central Government on the 9th February, 1970.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD  
REFERENCE No. 61 of 1968

**PRESENT:**

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

**PARTIES:**

Employers in relation to the Kailudih colliery and East Katras Colliery  
Vs.

Their workmen.

**APPEARANCES:**

*For employers on behalf of:*

1. M/s. B. Trigunait & Bros.; Sri S. S. Mukherjee, Advocate
2. M/s. East Katras Colliery Co. (Private) Limited: Sri B. P. Dabral, Chief Personnel Officer.

*For workmen:* Sri H. N. Singh, Vice President, Koyala Mazdoor Panchayat.

**INDUSTRY:** Coal

**STATE:** Bihar

Dhanbad, the 28th of January 1970

**AWARD**

1. The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Kailudih colliery of Messrs Trigunait and Brothers, Post Office Katrasgarh, District Dhanbad and their Messrs East Katras Colliery, Company (Private) Limited, Post Office Katrasgarh, District Dhanbad, of the one part and their workmen of the other part, referred to the Central Government Industrial Tribunal, Dhanbad by its order No. 2/144/66-LRII dated the 1st of November, 1966 under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:—

**SCHEDULE**

"Whether the demand of the Koyala Mazdoor Panchayat, Post Office Jharia, District Dhanbad, for reinstatement of the workers of Kailudih colliery, listed below, with full wages for the period of their forced idleness, with effect from the 6th October, 1965, is justified. If not, to what relief are these workers entitled?"

2. There are 244 workmen specified in the Schedule of the reference and their names are incorporated in *Annexure 'A'* of the award.

3. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 154 of 1966. The Central Government by its order No. 8/25/67-LRII dated the 8th of May, 1967 transferred the reference to the Central Government Industrial Tribunal No. 2, Dhanbad where it was registered as reference No. 190 of 1967. The Central Government by its subsequent order No. 8/71/68-LRII dated the 13th of August, 1968 transferred the dispute to this Tribunal and here it has been registered as reference No. 61 of 1968.

4. The Vice President, Koyala Mazdoor Panchayat filed written statement on behalf of the workmen on 8th December, 1966. Their case is that the management of Kailudih colliery of M/s. B. Trigunait Bros. were not observing mining rules and regulations and were mismanaging the colliery. In March, 1965 the Chief Inspector of Mines was forced to stop raising of coal from Kailudih colliery for serious violations of Mines Act and Rules and thus endangering the safety of workmen and others residing on the surface of the colliery. The Department of Mines restricted raising of the coal from this Kailudih colliery on 12th March, 1965 when they failed to make the management observe rules and regulations of the Mines Act and remove the violations pointed out in their letters. The management of Kailudih colliery failed to pay any lay-off wages to the workmen. The Koyala Mazdoor Panchayat raised a dispute demanding payment of lay-off compensation before the Regional Labour Commissioner(C) Dhanbad. The management failed either to pay or even to prepare a chart of the lay-off compensation payable to the workmen by the stipulated date i.e. 20th June, 1965. However, on great persuasion and pressure from the Conciliation Officer(C), Dhanbad-I, the Manager sent a chart of lay-off compensation payable to the workmen for the period 12th March, 1965 to 2nd May, 1965. But they had not made the payments

by then. While this non-payment of lay-off compensation was due, the management defaulted in payment of regular wages after the reopening of the colliery. The workers pressed for regular payment and also for past accrued dues. All of a sudden the management stopped supplying of K. Oil to the workmen going underground with effect from 6th October, 1965 and refused to pay anything either past or current.

5. Therefore, according to the Union the management without notice or anything of the sort closed the mine from 6th October, 1965 as a result of which all the workmen of the colliery have been rendered idle.

6. The Koyala Mazdoor Panchayat on 9th October, 1965 reported this matter to the Conciliation Officer(C), Dhanbad. The Panchayat further gave a list of unpaid worker's dues prior to 6th October, 1965 and further demanded full compensation for this period of forced idleness when the Panchayat was informed that there was a talk for amalgamating this Kailudih colliery with the East Katras Colliery of M/s. East Katras Colliery Limited.

7. On 9th November, 1965 the Panchayat furnished a list of workmen who were rendered idle with effect from 6th October, 1965 and demanded full compensation for this period of forced idleness. The management of Kailudih colliery deliberately avoided attending the conciliation proceedings and on 27th November, 1965 the failure report was submitted by the Assistant Labour Commissioner(C), Dhanbad to the Government. However, further negotiation between the party continued. Shri Saileshwar Trigunait, the partner of M/s. B. Trigunait & Bros., Owner of Kailudih colliery approached the Koyala Mazdoor Panchayat with the suggestion that they are prepared to clear off all past dues of the workmen including lay-off compensation for the period 12th March, 1965 to 2nd May, 1965 which had remained unpaid so far. It was further agreed that the period of this forced idleness with effect from 6th January, 1965 will be treated as leave without wages. Shri Saileshwar Trigunait further suggested that they will re-start the colliery within a fortnight and all the workmen rendered idle so far shall be reinstated as soon as the colliery is opened and the Panchayat agreed to this suggestion and an agreement was signed before the Assistant Labour Commissioner(C), Dhanbad on 2nd December, 1965 under section 12(3) of the Industrial Disputes Act, 1947.

8. The management of Kailudih colliery failed to abide by the said agreement and on 18th December, 1965, the Koyala Mazdoor Panchayat was forced to withdraw from the said agreement of 2nd December, 1965 due to the violation of obligation under clause 2 of the said agreement by the management. The Assistant Labour Commissioner, Dhanbad on receipt of the letter from the Koyala Mazdoor Panchayat issued a show-cause notice on the management of Kailudih colliery on 21st December, 1965. The management of Kailudih colliery i.e. M/s. B. Trigunait & Bros. did not take any notice of this show-cause notice from the Assistant Labour Commissioner. Thereupon the Panchayat raised a fresh dispute and demanded reinstatement and full compensation for the period of forced idleness by their letter dated 11th February, 1966 from the management.

9. On the instance of the Koyala Mazdoor Panchayat M/s. East Katras colliery were also made party to this industrial dispute and notices were issued to both the parties and during the conciliation proceedings the fact of voluntary amalgamation between the two collieries i.e. Kailudih colliery and East Katras Colliery was admitted and it was also admitted that the East Katras colliery have taken possession of Kailudih colliery from M/s. B. Trigunait & Bros.

10. During the conciliation proceeding M/s. B. Trigunait & Bros. took a stand that the workers of the colliery have voluntary resigned on or before 5th December, 1965. This contention of the management was challenged by the Koyala Mazdoor Panchayat and the Panchayat demanded production of such resignation letters which were never produced by the management of Kailudih colliery of M/s. B. Trigunait & Bros.

11. Taking advantage of the starving condition of the workmen due to non-employment, M/s. B. Trigunait & Bros. induced the workmen to withdraw their Provident Fund accumulations from the office of the Commissioner, Coal Mines Provident Fund and M/s. B. Trigunait & Bros. entered the reasons for termination as 'retrenchment'. The Panchayat reiterated their demand before the Assistant Labour Commissioner(C) Verification, Dhanbad, who had taken up the conciliation proceedings in their letter dated 3rd September, 1966 and the Conciliation Officer submitted his failure report on the 24th September, 1966.



12. From the foregoing paragraphs, it is quite clear that M/s. B. Trigunait & Bros. stopped working of Kailudih colliery with effect from 6th October, 1965 without prior notice. A settlement was however, arrived at on 2nd December, 1965 between the Koyala Mazdoor Panchayat and the management of the Kailudih Colliery but M/s. B. Trigunait & Bros. violated the agreement dated 2nd December, 1965. According to the Union M/s. B. Trigunait & Bros. secretly amalgamated their colliery with East Katras colliery and both the managements conspired to throw out the workers out of employment of their long service. M/s. B. Trigunait & Bros. taking advantage of the starving condition of the workmen induced them to withdraw their provident fund accumulations and they also forged fake voluntary resignation letters from the workmen.

13. The prayer of the Union therefore, is regarding reinstatement of all the workmen numbering 244 mentioned in the schedule of the reference with full compensation for the period of their forced idleness with effect from 6th October, 1965 to the date of their reinstatement.

14. M/s. B. Trigunait & Bros. filed written statement on 25th February, 1967. Their case is that the management is no longer in charge of the management of the colliery in question since 6th December, 1965, the same having amalgamated with East Katras Colliery. It was submitted on their behalf that the Kailudih Colliery could not carry on the depillaring operations as the owners of the corresponding surface lands had been putting all sorts of obstructions for its acquisition by the management viz. M/s. B. Trigunait & Bros. and as such the depillaring operations, the only work available, were stopped. The management with great difficulty could acquire a portion of the surface land and carried the depillaring operations to a limited extent as far as possible to continue the works in the colliery. It had ultimately to be stopped as no further surface land could be available. On Account of the above and for various mining difficulties the Kailudih colliery was closed with effect from the 6th October, 1965

15. After the closure with effect from the 6th of October, 1965 the Koyala Mazdoor Panchayat raised a dispute before the Assistant Labour Commissioner(C) and after discussions a settlement dated the 2nd December, 1965, in the course of conciliation proceedings was entered into between the parties. According to the management the aforesaid settlement is still binding on the part that withdrawal from the settlement on the 18th December, 1965 by the Koyala Mazdoor Panchayat is not legally binding on the management, because such unilateral withdrawal is neither legal nor operative.

16. The Collieries Voluntary Amalgamation Committee set up by the Government of India in its meeting held on the 22nd November, 1966, has approved the amalgamation of East Katras Colliery and Kailudih collieries. The management namely M/s. B. Trigunait & Bros. have not re-started the colliery and as such the demand of the workmen of the Kailudih colliery as per settlement dated the 2nd December, 1965, is premature and without any basis.

17. After the closure of the colliery the workmen concerned submitted their resignation voluntarily from 30th November, 1965 and left the colliery after receipt of their due payment. The concerned workmen after their resignations voluntarily withdrew their Provident Fund deposits. The water and power connections were cut off and the workers vacated the Dhowrahs and left the colliery premises. According to the management in spite of the resignations tendered by the workmen which were accepted by the management the latter paid lump sum amounts to the workmen which will be borne out by the books of the Company maintained in the regular course of business. As the workmen voluntarily resigned the question of payment of any compensation either by way of retrenchment or otherwise does not arise. As the colliery could not be worked due to various mining difficulties, the management had to close the colliery and arrange for amalgamation with East Katras Colliery so that work can be carried from East Katras Colliery. According to the management the workers resigned and left the colliery premises after receiving lump sum amount and withdrawing their provident fund dues lying to their credit.

18. M/s. East Katras Co. (P) Ltd. filed their written statement on 25th February, 1967. The written statement is identical to the written statement filed on behalf of M/s. B. Trigunait & Bros. Their specific case is that an application for amalgamation of the Kailudih colliery of M/s. B. Trigunait & Bros. with the East Katras colliery was pending on the date of the present reference. The collieries Voluntary Amalgamation Committee set up by the Government of India in its meeting held on the 22nd November, 1966, has approved the amalgamation of

East Katras Colliery and Kailudih colliery and that M/s. East Katras Colliery Co. (P) Ltd. is working in the Kailudih coal land through the opening in its own property. According to them the workmen were fully paid by M/s. B. Trigunait & Bros. and they submitted their resignations from 30th November, 1965 onwards and left the colliery. There was no relationship between this colliery and the workmen at any time and this company had neither taken over the responsibility of re-employment nor payment of any of the workmen mentioned in the Schedule. According to them the demand of the reinstatement of the workmen or the demand for full wages for their forced idleness with effect from 6th October, 1965 against M/s. East Katras Colliery Co. (P) Ltd. is without any basis.

19. In brief their case is that the workmen have got no case against this Co., the East Katras Colliery and the demand of the workmen against this colliery is not maintainable.

20. The management examined 2 witnesses viz. MW-1 Shri Shaleshwar Trigunait one of the Owners of the Kailudih Colliery and MW-2 Sri P. N. Roy, the Manager of the East Katras Colliery. The management also exhibited 10 items of documents and they are marked as Ext. M-1 to M-10. On behalf of the workmen 12 witnesses were examined. WW-1 Sri R. K. Verma, the Assistant Commissioner Coal Mines Provident Fund, Dhanbad. WW-2 to WW-10 are some of the concerned workmen. WW-11 is Sri Gobind Singh, Central Secretary, Koyala Mazdoor Panchayat and WW-12 is Sri R. K. Pathak, a member of the Koyala Mazdoor Panchayat. 11 items of documents were also exhibited on behalf of the workmen and they are marked as Ext. W-1 to W-11.

21. The point for consideration is whether the demand of the Union for reinstatement of 244 workers of Kailudih Colliery with full wages for the period of the forced idleness with effect from 6th of October, 1965 is justified?

22. In this case there are certain admitted facts. The management of Kailudih Colliery closed the mine from 6th October, 1965. On 9th October, 1965 the Koyala Mazdoor Panchayat raised the dispute regarding the closure of the colliery with effect from 6th October, 1965. The contention of the Union was that the management without any notice closed the mine on 6th October, 1965 as a result of which all the workmen of the colliery have been rendered idle. The conciliation failed and on 27th November, 1965 the failure report was submitted by the Assistant Labour Commissioner to the Government. However, further negotiation between the parties continued and a settlement was arrived at on 2nd December, 1965. Ext. W-2 is the memo of settlement. The main terms of the settlement were:

- (1) Wages, Bonus and other arrears of wages of the workmen, including past lay-off compensation shall be paid off to the workmen by 8th December, 1965. Payment has started and is being witnessed by the Jr. Labour Inspector (C), Katrasgardh.
- (2) The mine had been closed since 6th October, 1965 owing to financial difficulties and restrictions imposed by the Chief Inspector of Mines. Arrangements are being made by the management to start the colliery within a fortnight. All the workmen rendered idle shall be reinstated as soon as the colliery is opened.
- (3) The management shall treat the period of idleness of the workmen concerned from 6th October, 1965 till the reopening of the colliery as 'leave without wages' and the said period shall be treated as continuous service for all purposes. Union agrees to this as a measure of goodwill.
- (4) Since the closure of the mine, workmen could not mark their attendances to be eligible for earning 'leave with wages' and 'train fares'. Management, as a gesture of goodwill, has paid 50 per cent of the leave wages and train fare in respect of the year 1965. This amount is added to the arrears of wages.

23. On 18th December, 1965 the Union addressed a letter to the Assistant Labour Commissioner, Dhanbad revocating the settlement dated 2nd December, 1965. According to the Union as per clause 2 of the settlement dated 2nd December, 1965 the workmen were to be given work within a fortnight of the settlement. But the management have not allowed the workmen to resume work till 18th December, 1965 and since the management have violated its obligation under clause 2 and have committed breach of the faith with the Panchayat, the Panchayat withdrew the agreement. Ext. W-9 is the letter dated 18th of the December, 1965 regarding the revocation of the settlement. The point to be noted is that the

grievance of the Union was only in respect of clause 2 of the settlement i.e. regarding the reinstatement of the 244 workmen. There was no grievance of the Union regarding clause 1, 3 and 4 i.e. in respect of wages, bonus and other arrears of wages of the workmen.

24. On the 11th of February, 1969 the Panchayat raised a fresh dispute regarding the closure of the colliery. On the instance of the Union East Katras Colliery were also made party to this industrial dispute because the Kailudih Colliery was amalgamated with East Katras colliery and the latter had taken possession of the Kailudih colliery with effect from 6th December, 1965. Ext. M-10 is the deed of amalgamation dated 26th April, 1968. The deed shows that with effect from the 6th day of December, 1965 the Kailudih colliery have been amalgamated with the East Katras colliery. According to the terms of the amalgamation inspite of amalgamation the ownership of the respective coal land and collieries shall remain vested in the respective owners thereof namely the Kailudih Colliery and the East Katras Colliery. On and from the 6th day of December, 1965 the East Katras Colliery will be responsible for payment of all dues compensation and any other sums which may become payable to the employees of the amalgamated unit to be known as 'East Katras Colliery' as a result of conciliation proceedings or Industrial Awards. So far the facts are not disputed.

25. The case of the management is that after the closure of the colliery the concerned workmen submitted their resignation voluntarily from 30th November, 1965 onward and left the colliery, and received their dues. According to the management they also paid lump-sum amount to the workmen and as the workmen voluntarily resigned the question of payment of any compensation either by way of retrenchment benefits or otherwise does not arise. It was further contended that the concerned workmen after their resignation voluntarily withdrew their provident fund money deposits.

26. The fact of resignation was challenged by the Union. According to the Union the resignation letters are forged and faked documents. The management had filed resignation letters in respect of 194 workmen (*vide* Ext. M-5). There genuineness is challenged by the Union. Ext. M-5 shows that 30 workmen resigned on 30th November, 1965 and 83 workmen resigned on 1st December 1965 and 45 workmen resigned on 2nd December, 1965 i.e. in all 158 workmen resigned by 2nd December, 1965. It was submitted before me that had these 158 workmen resigned by 2nd December, 1965 then this fact must have been mentioned in the deed of settlement Ext. W-2 which is dated 2nd December, 1965. There is no mention of the resignation letter of these workmen in the deed of settlement Ext. W-2 which throws a doubt on the genuineness of the resignation letters. The Union had challenged the stand of the management that the workmen have resigned and left the colliery before the conciliation proceedings. The Conciliation Officer asked the management to produce proof of workmen having resigned and they were given several chances for the production of the resignation letters. But the resignation letter were not produced before the Conciliation Officer. The Conciliation Proceeding ended in failure on the 24th of September, 1966 and till then these resignation letters were not produced before the Conciliation Officer. This also throws doubt on the genuineness of these resignation letters.

27. Ext. W-4 is the letter dated 5th of May, 1966 addressed by Sri Trigunait of the Kailudih Colliery to the Commissioner, Coal Mines Provident Fund enclosing the list of retrenched workmen. WW-1. Sri B. K. Verma, Asstt. Commissioner, Coal Mines Provident Fund stated that Shri B. Trigunait had sent a list of 131 workmen who were said to be retrenched by the management. The ground of termination of service is given as retrenchment in all the 131 refund applications filed by Sri S. S. Trigunait, the Owner of the Kailudih Colliery. Therefore, in the letter dated 5th May, 1966 Sri S. S. Trigunait, the Owner of Kailudih Colliery admitted that the 131 workmen who are concerned in this reference were retrenched. It was not the case of the management that these workmen had resigned. According to the statement of Sri S. S. Trigunait, the owner of Kailudih Colliery it was a case of retrenchment. Even according to the management of the Kailudih Colliery these workmen did not resigned voluntarily but were retrenched. This is most significant because it is the statement of the management itself that it was a case of retrenchment and not of resignation. Some of the workmen had made a grievance before the Regional Labour Commissioner, Dhanbad that the management were threatening the workers to tender resignation and requested the Regional Labour Commissioner to make an enquiry into the matters. It appears that the enquiry was also held in this connection but the Enquiring Officer did not arrive at any conclusive findings. In his report the Enquiring Officer has stated that out of workmen who had submitted resignation he contacted as many as 12 workmen who were available at the colliery at the time of the enquiry. In course

of their statement all the workmen stated that they had submitted their resignation letters out of their own accord and they stated that there was no pressure from the side of the management to make them to do so. But the Enquiring Officer expressed a doubt that possibly it might be due to the closure of the mine for indefinite period and being in the state of fix in the midst of unemployment these workmen approached the employer for some financial help which they also got from him and in lieu thereof they put thumb impression on their resignation letters which has become subject of controversy. Therefore, it appears that the workers have complained that they were coerced to submit resignation letters and enquiry in this connection was made but finding of the Enquiring Officer was not conclusive. Under such circumstance I am not prepared to hold that these resignation letters Ext. M-5 series are genuine and as such I place no reliance on them.

28. On the 18th of July, 1969 the employers of Kalludih Colliery filed a petition to the effect that (a) the workmen mentioned in serial Nos. 189 to 201, 204 to 218, 220, 221, 223, 224 and 226 totalling 33 were the employees of the Contractor and they have received full and final payment and that (b) there was no such workmen as mentioned in serial No. 78, 158, 168, 171, 172, 176, 202, 203, 219 and 222 totalling 10, (c) 2 workmen namely serial Nos. 82 and 181 left much before the date of closure i.e. 6th October, 1965 (d) Seven workmen in serial Nos. 30, 132, 133, 147, 157, 192 and 226 have since died. (e) Five workmen mentioned in serial Nos. 83, 98, 144, 175 and 177 did not receive their full and final payments.

29. It is to be noted that this fact was not mentioned in the written statement of the Kailudih Colliery. It was also not the case of the management of Kailudih Colliery before the conciliation proceeding which started initially on 9th October, 1965 and the final failure report was submitted on 24th September, 1966. Therefore, the management never took this plea before the Conciliation Officer or even in their written statement by them. This plea of the management therefore, cannot be accepted.

30. A point of law was taken by the management. According to the management the Kalludih Colliery was closed with effect from 6th October, 1965. It was submitted before me on behalf of the management that a reference with respect to an industrial dispute relating to an industry which has become dead on account of closure shall be invalid, as the provisions of the Industrial Disputes Act apply only to an existing or live industry. The leading case on subject is the Supreme Court case of Pipraich Sugar Mills Ltd. V. Pipraich Sugar Mills Mazdoor Union in which it was held that a reference is not necessarily bad because at the time when it was made, the industry no longer existed. The power of the State to make a reference is to be determined with reference to the date on which the right which is the subject matter of the dispute arises, and the machinery provided under the Act would be available for working out the right which has accrued prior to the dissolution of the business.

31. There is a clear distinction between the two classes of cases, namely (i) those in which the cause of action arose at the time when the business had been closed; and (ii) those in which the cause of action arose at the time when the business was being still carried on. There can be no industrial dispute in respect of the first category of cases, because the real subject matter of the dispute has ceased to exist when the dispute arises. But in regard to the second category where the dispute actually arose before the closure of the business, it does not cease to be in industrial dispute merely because subsequently the industry is closed. There is no provision of law according to which the closure of industry extinguishes the industrial dispute which has arisen before such closure. The relevant time is the time to which the dispute relates. In other words, if the dispute relates to a period when the industry was in existence, the reference, even after the closure of the industry can be validly made.

32. On the extension of the same principle, a dispute arising simultaneously with the closure of the industry can also be validly referred. I therefore, hold that the reference is maintainable and there is no force in argument of the management regarding the maintainability of the reference.

33. Ext. M-6 are the payment vouchers in respect of 192 workmen. The list of 192 workmen as contained in voucher Ext. M-6 series with the amount received by them is shown in annexure 'B' of the award.

34. WW-2 to WW-10 are some of the concerned workmen who have been examined and they have admitted that some payments were made to the workmen between the period 30th November, 1965 to 5th December, 1965. But their case

is that though they received payment between that period but it was not the total dues. They admitted payments but their case is that some amount is still due to them in spite of the payments made to them.

35. As already stated above the Kalludih Colliery was amalgamated with the East Katras Colliery of the payments latter came in possession on the 6th of December, 1965.

36. Under the aforesaid circumstances I hold that the demand of the Union for reinstatement of the workers of the Kailudih Colliery in respect of the 244 concerned workmen with full wages for the period of their forced idleness with effect from 8th of October, 1965 is not justified. But the aforesaid 244 concerned workmen are entitled to get retrenchment benefits under section 25 FF of the Industrial Disputes Act, 1947 and the liability to pay these amount will be on the Kailudih Colliery because the East Katras Colliery came in possession only on the 6th of December, 1965 and the liabilities of the East Katras colliery would be prospective i.e. subsequent to the date of amalgamation. Therefore, the liability of paying the retrenchment benefits to the 244 workmen under section 25 F is on the Kailudih Colliery so is the responsibility of M/s. B. Trigunait and Bros. The amount paid to the 192 workmen as shows in annexure 'B' of the award will be adjusted towards their retrenchment benefits. The remaining 52 workmen as shown in annexure 'C' will get the entire retrenchment benefits under section 25 FF of the Industrial Disputes Act, 1947.

37. This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

#### ANNEXURE 'A'

S. No.	Name	Designation
1.	Shri Manger Bhula	Miner
2.	Shri Daho Bhuia No. 2	"
3.	Shri Kashi Bhula No. 2	"
4.	Shri Tulsi Bhuaia	"
5.	Shri Maghan Bhula	"
6.	Shri Sukhi Bhuaia	"
7.	Shri Gangu Bhula	"
8.	Shri Bhoona Bhuaia	"
9.	Shri Prati Bhula	"
10.	Shri Rama Bricha Bhuaia	"
11.	Shri Cota Bhuaia	"
12.	Shri Dhaneshwar Bhuaia	"
13.	Shri Chota Bansi Bhuaia	"
14.	Shri Tikan Bhula	"
15.	Shri Kisun Bhula	"
16.	Shri Baijnath Bhuaia	"
17.	Shri Shamlal Sao	"
18.	Shri Bandhoo Sao	"
19.	Shri Chota Tribhuan Bhula	"
20.	Shri Rama Das Bhula No. 3	"
21.	Shri Mohari Bhula	"
22.	Shri Karoo Manjhi	"
23.	Shri Lakhiram Manjhi	"
24.	Shri Balaram Bauri	"
25.	Shri Gholtu Bauri	"
26.	Shri Madhu Bauri	"
27.	Shri Nibaran Bauri	"
28.	Shri Chopra Bauri	"
29.	Shri Sham Mura	"
30.	Shri Gobardhan Mura	"
31.	Shri Haboo Bauri	"
32.	Shri Bhagan Bhula	"

S. No.	Name	Designation
33.	Shri Budhan Bhula	Miner
34.	Shri Rama Brij Bhula	"
35.	Shri Modi Bhula	"
36.	Shri Kali Bhula	"
37.	Shri Rohan Bhula	"
38.	Shri Janaki Bhula	"
39.	Shri Parsadi Bhula	"
40.	Shri Bifan Bhula	"
41.	Shri Bengali Bhula	"
42.	Shri Choolahan Bhula	"
43.	Shri Kheman Bhula	"
44.	Shri Rohan Turi	"
45.	Shri Sogar Bhula	"
46.	Shri Pandoo Manjhi	"
47.	Shri Jailal Chemar	"
48.	Shri Liloo Chamar	"
49.	Shri Lalji Gope	"
50.	Shri Ramdhani Bhula No. 3	"
51.	Shri Rohan Bhula	"
52.	Shri Harlal Bhula	"
53.	Shri Dhanoo Bhula	"
54.	Shri Chota Siba Bhula	"
55.	Shri Bajo Bhula	"
56.	Shri Bhoona Bhula No. 2	"
57.	Shri Ramadhani Bhula No. 2	"
58.	Shri Bisheshwar Bhula	"
59.	Shri Hiro Bhula	"
60.	Shri Panchoo Bhula	"
61.	Shri Mansukhi Bhula	"
62.	Shri Ganauri Bhula	"
63.	Shri Jogeshwar Bhula	"
64.	Shri Baso Bauri	"
65.	Shri Butoo Bauri	"
66.	Shri Gobinda Bauri	"
67.	Shri Gonoo Bauri	"
68.	Shri Deoki Bauri	"
69.	Shri Gobardhan Bhula No. 2	"
70.	Shri Baburam Manjhi	"
71.	Shri Sahdeo Bhula	"
72.	Shri Deodhari Bhula	"
73.	Shri Jagdish Bhula No. 2	"
74.	Shri Lalo Bhula	"
75.	Shri Gobardhan Bhula	"
76.	Shri Jagdish Bhula	"
77.	Shri Etwari Bhula	"
78.	Shri Kuman Manjhi No. 2	"
79.	Shri Budhoo Manjhi No. 2	"
80.	Shri Loohra Manjhi	"
81.	Shri Mangala Manjhi	"
82.	Shri Mansoo Manjhi	"
83.	Shri Khara Manjhi	"
84.	Shri Goopin Manjhi	"
85.	Shri Dasrath Manjhi	"
86.	Shri Goochi Manjhi	"
87.	Shri Sonaram Manjhi	"
88.	Shri Harma Manjhi	"
89.	Shri Chotoo Mochi	"
90.	Shri Sambhoo Mochi	"
91.	Shri Churka Manjhi	"
92.	Shri Mangra Manjhi	"
93.	Shri Gopal Manjhi	"
94.	Shri Noonco Manjhi	"
95.	Shri Bhuneshwar Bhula No. 2	"
96.	Shri Toofani Bhula	"
97.	Shri Noona Ram Manjhi	"
98.	Shri Bhola Chamar	"

S. No.	Name	Designation
99.	Shri Mithoo Chamar	Miner.
100.	Shri Mangala Bauri	"
101.	Shri Hera Bauri	"
102.	Shri Sundra Chamar	Underground trammer.
103.	Shri Chota Babulal Chamar	"
104.	Shri Tulsi Bhuia	"
105.	Shri Chotu Bhuia	"
106.	Shri Dhanoo Bhuia	"
107.	Shri Hari Kahar	"
108.	Shri Panchoo Bhuia	"
109.	Shri Dagan Ruri	"
110.	Shri Ghoona Rajwar	"
111.	Shri Ramsajiwari Singh	"
112.	Shri Tokla Chamar	"
113.	Shri Rabi Chamar	"
114.	Shri Mahabir Chamar	"
115.	Shri Kaila Bhuia	"
116.	Shri Phagoo Singh	"
117.	Shri Jamuna Bhuia	"
118.	Shri Somar Kahar	"
119.	Shri Bengali Bhuia	Surface trammer.
120.	Shri Batoram Bhuia	"
121.	Shri Sukra Bhuia	"
122.	Shri Sitwa Bhuia	"
123.	Shri Goolooa Bhuia	"
124.	Shri Hari Bhuia	"
125.	Shri Janaki Bhuia	"
126.	Shri Charitar Bhuia	"
127.	Shri Ramadhani Bhuia	"
128.	Shri Siba Bhuia	"
129.	Shri Bhudhia Bhuia	"
130.	Shri Sirla Bhuia	"
131.	Shri Damari Bhuia	"
132.	Shri Gobind Bhuia	"
133.	Shri Ghoti Mahabir Bhuia	"
134.	Shri Barhab Bhuia	"
135.	Shri Panwa Bhuini	"
136.	Shri Sundari Bhuini	"
137.	Shri Jagia Bhuini	"
138.	Shri Kabootari Bhuini	"
139.	Shri Bara Jamuni Bhuia	"
140.	Shri Karoo Bhuia	"
141.	Shri Mangar Bhuia	"
142.	Shri Bodha Bhuia	"
143.	Shri Poona Bhuia	"
144.	Shri Jetha Mallah	"
145.	Shri Theman Bahadur	Night guard.
146.	Shri Jitgahan Dusadh	Fire man.
147.	Shri Sobrai Dusadh	"
148.	Shri Manik Dusadh	"
149.	Shri Fakruddin Mia	Engine Khalasi.
150.	Shri Saukat Mia	"
151.	Shri Mustafa	"
152.	Shri Brijlal Lohar	Black Smith.
153.	Shri Kashi Turi	Line Mistry.
154.	Shri Dukhi Rajwar	"
155.	Shri Naga Bauri	General Mazdoor.
156.	Shri Makul Hari	Sweeper.
157.	Shri Taruni Harin	"
158.	Shri Basanti Harin	"
159.	Shri Chatlal Gir	Prop. Mistry.
160.	Shri Nankhu Barhi	"
161.	Shri Bisna Chamar	"

S No	Name	Designation
162.	Shri Nathoo Mahato	Prop Mazdoor
163.	Shri Shamlal Singh	"
164.	Shri Jugal Barhi	"
165.	Shri Gupteshwar Sharma	"
166.	Shri Jagdew Dusadh	"
167.	Shri Ram Bachan Singh	"
168.	Shri Satnarayab Sing No. 2	Night guard
169.	Shri Lalit Kumar Rao	General Mazdoor.
170.	Shri Baboo Khan	"
171.	Shri Noor Mohamad	"
172.	Shri Lal Bahadur	Gate Man
173.	Shri Narayan Chandra Patra	Attendance clerk.
174.	Shri Mahabir Gope	Bore Hole Driller.
175.	Shri Sahadeo Gope	"
176.	Shri Laloo Kahar	General Mazdoor.
177.	Shri Khageshwar Gope	"
178.	Shri Jooloo Mia	"
179.	Shri Jagdish Khir	Night guard
180.	Shri Lushu Mahato	General Mahato.
181.	Shri Suraj Prasad	Attendance clerk.
182.	Shri Makhan Singh	Mining Sirdar
183.	Shri Panoo Bhuia	Loading Mazdoor.
184.	Shri Bedamla Bhini	"
185.	Shri Batawa Bhuini	"
186.	Shri Kauslya Bhuia	"
187.	Shri Sitabla Bhum	"
188.	Shri Pachin Bhini	"
189.	Shri Bachoo Bhula	"
190.	Shri Hjat Bhuia	"
191.	Shri Kapporwa Bhuini	"
192.	Shri Bhado Bhuini	"
193.	Shri Basarti Bhuia	"
194.	Shri Saro Bhuini	"
195.	Shri Parmeshwar Bhula	"
196.	Shri Sukuwa Bhula	"
197.	Shri Kashia Bhuini	"
198.	Shri Sargoo Bhuia	"
199.	Shri Sitabia No 2	"
200.	Shri Nagwa Bhula	"
201.	Shri Lilwa Bhula	"
202.	Shri Badoo Turi	Ash Golli
203.	Shri Radhia Turin	"
204.	Shri Sankari Baurin	Screening and Bhatta
205.	Shri Bisaka Baurin	"
206.	Shri Phoolmani Baurin	"
207.	Shri Mohani Baurin	"
208.	Shri Dori Baurin	"
209.	Shri Bindu Baurin	"
210.	Shri Mamall Baurin	"
211.	Shri Jhali Murdian	"
212.	Shri Gird Baurin	"
213.	Shri Harimati Baurin	"
214.	Shri Musumi Baurin	"
215.	Shri Phoolmani No 2	"
216.	Shri Pomi Baurin	"
217.	Shri Champa Baurin	"
218.	Shri Taro Baurin	"
219.	Shri Ramdas Bauri	"
220.	Shri Jhooml Baurin	"
221.	Shri Dahhi Baurin	"
222.	Shri Ani Baurin	"
223.	Shri Sashi Dashwali	"
224.	Shri Bona Bhula	"
225.	Shri Chatroo Chamar	Miner Sirdar



S. No.	Name	Designation
226.	Shri Panchoo Bauri	Picking Mazdoor.
227.	Shri Ramjit Bhuia	"
<i>Staff</i>		
228.	Shri Gauri Bhushan Bose	Surveyor.
229.	Shri Narayan Das Banerjee	Head Clerk.
230.	Shri Prabhas Chandra Ghosh	Bill Clerk.
231.	Shri Mathan Chandra Sirkar	Pay Clerk.
232.	Shri Ghanshyam Chakravorty	Attendance clerk.
233.	Shri Haripada Das	Overman.
234.	Shri Lakhilal Kumar	"
235.	Shri Mahadeo Chandra Sirkar	"
236.	Shri Mukunda Mochi	Mining Sirdar.
237.	Shri Ashitosh Roy	Register Keeper.
238.	Shri Mobarak Mia	Fitter Mistry.
239.	Shri Satnarayab Singh	Peon.
240.	Shri Baleshwar Singh	"
241.	Shri Rama Dutta Singh	Watchman.
242.	Shri Mahlool Mahato	Night Guard.
243.	Shri Maheshwar Singh	Depot Peon.
244.	Shri Rasool Mia	Mining Sirdar.

ANNEXURE 'B'

Sl. No.	Serial of schedule	Name	Designation	Amount already received by him
1	2	3	4	5
1.	1	Shri Mangar Bhuia	Miner.	300.00
2.	2	Shri Daho Bhuia No. 2	"	275.00
3.	3	Shri Kashi Bhuia No. 2	"	275.00
4.	4	Shri Tulsi Bhuia	"	300.00
5.	5	Shri Maghan Bhuia	"	300.00
6.	6	Shri Sukhi Bhuia	"	300.00
7.	7	Shri Gangu Bhuia	"	300.00
8.	8	Shri Bhoona Bhuia	"	300.00
9.	9	Shri Prati Bhuia	"	300.00
10.	10	Shri Rama Bricha Bhuia	"	250.00
11.	11	Shri Chota Bhuia	"	650.00
12.	12	Shri Dhaneshwar Bhuia	"	275.00
13.	13	Shri Chota Bansl Bhuia	"	275.00
14.	14	Shri Tikan Bhuia	"	300.00
15.	15	Shri Kisun Bhuia	"	600.00
16.	16	Shri Baijnath Bhuia	"	150.00
17.	17	Shri Shamlal Sao	"	300.00
18.	18	Shri Bandhoo Sao	"	300.00
19.	19	Shri Chota Tribhuan Bhuia	"	300.00
20.	20	Shri Rama Das Bhuia No. 3	"	300.00
21.	21	Shri Mohari Bhuia	"	250.00
22.	22	Shri Karoo Manjhi	"	300.00
23.	23	Shri Lakhiram Manjhi	"	275.00
24.	24	Shri Balram Bauri	"	400.00
25.	25	Shri Gholtu Bauri	"	300.00
26.	26	Shri Madhu Bauri	"	300.00
27.	27	Shri Nibaran Bauri	"	300.00
28.	28	Shri Chopra Bauri	"	300.00
29.	29	Shri Sham Mura	"	300.00
30.	30	Shri Gobardhan Mura	"	300.00
31.	31	Shri Hasboo Bauri	"	400.00

1	2	3	4	5
32.	32	Shri Bhagan Bhuia	Miner.	250.00
33.	33	Shri Budhan Bhuia	"	250.00
34.	34	Shri Rama Brij Bhuia	"	300.00
35.	35	Shri Modi Bhuia	"	250.00
36.	36	Shri Kali Bhuia	"	150.00
37.	37	Shri Rohan Bhuia	"	300.00
38.	38	Shri Janaki Bhuia	"	250.00
39.	39	Shri Parsadi Bhuia	"	150.00
40.	40	Shri Bifan Bhuia	"	300.00
41.	41	Shri Bengali Bhuia	"	350.00
42.	42	Shri Choolahan Bhuia	"	300.00
43.	43	Shri Kheman Bhuia	"	300.00
44.	44	Shri Rohan Turi	"	300.00
45.	45	Shri Sohar Bhuia	"	150.00
46.	46	Shri Pandoo Manjhi	"	250.00
47.	47	Shri Jallal Chamar	"	300.00
48.	48	Shri Liloo Chamar	"	300.00
49.	49	Shri Lalji Gope	"	250.00
50.	50	Shri Ramdhani Bhuia No. 3:	"	150.00
51.	51	Shri Rohan Bhuia	"	150.00
52.	52	Shri Harlal Bhuia	"	150.00
53.	53	Shri Dhanoo Bhuia	"	150.00
54.	54	Shri Chota Siba Bhuia	"	150.00
55.	55	Shri Bajo Bhuia	"	150.00
56.	56	Shri Bhoona Bhuia No. 2	"	150.00
57.	57	Shri Ramadhani Bhuia No. 2:	"	150.00
58.	58	Shri Biseswar Bhuia	"	130.00
59.	59	Shri Hiro Bhuia	"	150.00
60.	60	Shri Panchoo Bhuia	"	150.00
61.	61	Shri Mansukhi Bhuia	"	150.00
62.	62	Shri Ganauri Bhuia	"	150.00
63.	63	Shri Jogeshwar Bhuia No. 2	"	150.00
64.	64	Shri Baso Bauri	"	150.00
65.	65	Shri Butoo Bauri	"	150.00
66.	66	Shri Gobinda Bauri	"	150.00
67.	67	Shri Gonoo Bauri	"	150.00
68.	68	Shri Deeki Bauri	"	150.00
69.	69	Shri Gobardhan Bhuia No. 2	"	150.00
70.	70	Shri Baburam Manjhi	"	150.00
71.	71	Shri Sahdeo Bhuia	"	150.00
72.	72	Shri Deodhari Bhuia	"	150.00
73.	73	Shri Jagdish Bhuia No. 2	"	150.00
74.	74	Shri Lalo Bhuia	"	150.00
75.	75	Shri Gobardhan Bhuia	"	150.00
76.	76	Shri Jagdish Bhuia	"	150.00
77.	77	Shri Etwari Bhuia	"	100.00
78.	79	Shri Budhoo Manjhi No. 2	"	150.00
79.	80	Shri Lochra Manjhi	"	150.00
80.	81	Shri Mangala Manjhi	"	150.00
81.	84	Shri Goopin Manjhi	"	150.00
82.	85	Shri Dasrath Manjhi	"	150.00
83.	86	Shri Goohi Manjhi	"	150.00
84.	87	Shri Sonaram Manjhi	"	150.00
85.	88	Shri Karma Manjhi	"	150.00
86.	89	Shri Chotoo Mochi	"	150.00
87.	90	Shri Sambhoo Mochi	"	150.00
88.	91	Shri Churka Manjhi	"	150.00
89.	92	Shri Mangra Manjhi	"	150.00
90.	93	Shri Gopal Manjhi	"	150.00
91.	94	Shri Noonoo Manjhi	"	150.00
92.	95	Shri Bhuneshwar Bhuia No. 2	"	150.00
93.	96	Shri Toofani Bhuia	"	150.00
94.	97	Shri Noona Ram Manjhi	"	150.00
95.	99	Shri Mithoo Chamar	"	100.00
96.	100	Shri Mangala Bauri	"	150.00
97.	101	Shri Hera Bauri	"	150.00

1	2	3	4	5
98.	102	Shri Sundara Chamar	Underground Trammer.	175.00
99.	103	Shri Chota Babulal Chamar	"	175.00
100.	104	Shri Tulsi Bhuia	"	400.00
101.	105	Shri Chotu Bhuia	"	400.00
102.	106	Shri Dhanoo Bhuia	"	350.00
103.	107	Shri Hari Kahar	"	200.00
104.	108	Shri Panchu Bhuia	"	400.00
105.	109	Shri Dagan Turi	"	150.00
106.	110	Shri Ghoona Rajwar	"	300.00
107.	111	Shri Ramsajiwan Singh	"	150.00
108.	112	Shri Tokla Chamar	"	600.00
109.	113	Shri Rabi Chamar	"	300.00
110.	114	Shri Mahabir Chamar	"	150.00
111.	115	Shri Kaila Bhuia	"	250.00
112.	116	Shri Phagoo Singh	"	400.00
113.	117	Shri Jamuna Bhuia	"	400.00
114.	118	Shri Somar Kahar	"	200.00
115.	119	Shri Bangali Bhuia	Surface Trammer.	300.00
116.	120	Shri Batoram Bhuia	"	250.00
117.	121	Shri Sukra Bhuia	"	300.00
118.	122	Shri Sitwa Bhuia	"	300.00
119.	123	Shri Goolooa Bhuia	"	350.00
120.	124	Shri Hari Bhuia	"	300.00
121.	125	Shri Janki Bhuia	"	300.00
122.	126	Shri Charitar Bhuia	"	150.00
123.	127	Shri Ramdhanj Bhuia	"	300.00
124.	128	Shri Sila Bhuia	"	350.00
125.	129	Shri Bodhia Bhuia	"	300.00
126.	130	Shri Siria Bhuia	"	300.00
127.	131	Shri Damari Bhuia	"	350.00
128.	132	Shri Gobind Bhuia	"	300.00
129.	133	Shri Chota Mahabir Bhuia	"	300.00
130.	134	Shri Barhan Bhuia	"	300.00
131.	135	Shri Panwa Bhuini	"	150.00
132.	136	Shri Sundari Bhuini	"	150.00
133.	137	Shri Jagia Bhuini	"	150.00
134.	138	Shri Kabootari Bhuini	"	150.00
135.	139	Shri Bara Jamuni Bhuini	"	150.00
136.	140	Shri Karoo Bhuia	"	300.00
137.	141	Shri Mangar Bhuia	"	300.00
138.	142	Shri Bodha Bhuia	"	300.00
139.	143	Shri Poona Bhuia	"	300.00
140.	145	Shri Theman Bahadur	Night Guard.	50.00
141.	146	Shri Jitgahan Dusadh	Fireman.	300.00
142.	147	Shri Sobral Dusadh	"	350.00
143.	148	Shri Manik Dusadh	"	150.00
144.	149	Shri Fakruddin Mia	Engine Khalasi.	200.00
145.	150	Shri Saukat Mia	"	200.00
146.	151	Shri Mustafa	"	141.00
147.	152	Shri Brijlal Lohar	Black Smith.	350.00
148.	153	Shri Kashi Turi	Line Mistry.	300.00
149.	154	Shri Dukhi Rajwar	"	300.00
150.	155	Shri Naga Bauri	General Mazdoor.	350.00
151.	156	Shri Makul Hari	Sweeper.	150.00
152.	157	Shri Taruni Harin	"	150.00
153.	159	Shri Chatlal Gir	Prop Mistry.	300.00
154.	160	Shri Nankhu Barhi	"	250.00
155.	161	Shri Bisna Chamar	"	250.00
156.	162	Shri Nathu Mahato	Prop Mazdoor.	250.00
157.	163	Shri Shamlal Singh	"	250.00
158.	164	Shri Jugal Barhi	"	250.00
159.	165	Shri Gupteshwer Sharma	"	250.00
160.	166	Shri Jagdeo Dusadh	"	300.00
161.	167	Shri Rambachan Singh	"	250.00
162.	169	Shri Lalit Kumar Rao	General Mazdoor.	150.00
163.	170	Shri Babu Khan	"	150.00

1	2	3	4	5
164.	173	Shri Narayan Chandra Patra	Attendance clerk.	327.25
165.	174	Shri Mahabir Gope	Bore Hole Driller.	150.00
166.	178	Shri Jooloo Mia	General Mazdoor.	50.00
167.	179	Shri Jagdish Khir	Night Guard.	150.00
168.	180	Shri Lushu Mahato	General Mazdoor.	100.00
169.	183	Shri Panoo Bhuia	Loading Mazdoor.	500.00
170.	184	Shri Bedamia Bhuini	"	150.00
171.	185	Shri Batawa Bhuini	"	150.00
172.	186	Shri Kauslya Bhuini	"	150.00
173.	187	Shri Sitabla Bhuini	"	130.00
174.	188	Shri Pachin Bhuini	"	150.00
175.	225	Shri Chatroo Chamar	Mining Sirdar.	450.00
176.	227	Shri Ramjit Bhuia	Picking Mazdoor.	100.00
<i>Staff</i>				
177.	228	Shri Gauri Bhushan Bose	Surveyor.	2479.68
178.	229	Shri Narayan Das Banerjee	Head Clerk.	2882.88
179.	230	Shri Prabhas Chandra Ghosh	Bill Clerk.	1378.37
180.	231	Shri Mathan Chandra Sirkar	Pay Clerk.	1476.82
181.	232	Shri Ghanshyam Chakrovorty	Attendance clerk.	356.48
182.	233	Shri Haripada Das	Overman.	594.97
183.	234	Shri Lakhilal Kumar	"	237.99
184.	236	Shri Mukunda Mochi	Mining Sirdar.	1214.92
185.	237	Shri Ashitosh Roy	Register Keeper.	455.97
186.	238	Shri Mobarak Mia	Fitter Mistry.	2238.48
187.	239	Shri Satnarayan Singh	Peon.	1409.52
188.	240	Shri Baleshwar Singh	"	965.68
189.	241	Shri Ramdutta Singh	Watch man.	609.95
190.	242	Shri Mahloo Mahato	Night Guard.	530.95
191.	243	Shri Maheshwar Singh	Depot Peon.	463.96
192.	244	Shri Rasool Mia	Mining Sirdar.	78.80

## ANNEXURE 'C'

Sl. No.	Serial of schedule	Name	Designation
1	2	3	4
1.	78	Shri Kuman Manjhi	Miner.
2.	82	Shri Ransu Manjhi	"
3.	83	Shri Khara Manjhi	"
4.	98	Shri Bhola Chamar	"
5.	144	Shri Jetha Mallan	Surace Trammer.
6.	158	Shri Basanti Haria	Sweeper.
7.	168.	Shri Satnarayan Singh No. 2	Night Guard.
8.	171	Shri Noor Mohamad	General Mazdoor.
9.	172	Shri Lalbahadur	Gate Man.
10.	175	Shri Sahadeo Gope	Bore Hole Driller.
11.	176	Shri Laloo Kahar	General Mazdoor.
12.	177	Shri Khageshwar Gope	"
13.	181	Shri Suraj Prasad	Attendance clerk.
14.	182	Shri Mukhan Singh	Mining Sirdar.
15.	189	Shri Bachoo Bhuia	Loading Mazdoor.
16.	190	Shri Hlat Bhuia	"
17.	191	Shri Kapurba Bhuini	"
18.	192	Shri Bhado Buini	"
19.	193	Shri Basandi Bhuia	"
20.	194	Shri Saro Bhuini	"
21.	195	Shri Parmeshwer Bhuina	"
22.	196	Shri Sukuwa Bhuia	"
23.	197	Shri Kasia Bhuini	"
24.	198	Shri Sarjoo Bhuia	"
25.	199	Shri Sitabla No. 2	"
26.	200	Shri Nagwa Bhuia	"
27.	201	Shri Lalba Bhuia	"

1	2	3	4
28.	202	Shri Badoo Turi	Ash Coon.
29.	203	Shri Radhia Turin	"
30.	204	Shri Sankari Baurin	Screening and Bhana.
31.	205	Shri Bisaka Baurin	"
32.	206	Shri Phoolmani Baurin	"
33.	207	Shri Mohni Baurin	"
34.	208	Shri Dori Baurin	"
35.	209	Shri Bindu Baurin	"
36.	210	Shri Kamali Baurin	"
37.	211	Shri Jhali Mundian	"
38.	212	Shri Giri Baurin	"
39.	213	Shri Harimati Baurin	"
40.	214	Shri Kusumi Baurin	"
41.	215	Shri Phoolmani No. 2	"
42.	216	Shri Pomi Baurin	"
43.	217	Shri Champa Baurin	"
44.	218	Shri Garo Baurin	"
45.	219	Shri Ramdas Bauri	"
46.	220	Shri Jhumi Baurin	"
47.	221	Shri Dahni Baurin	"
48.	222	Shri Ani Baurin	"
49.	223	Shri Sashi Deshwali	"
50.	224	Shri Bona Bhula	"
51.	226	Shri Panchoo Bauri	Pickink Mazdoor.
52.	235	Shri Mahadeo Chandra Sarkar	Overman.

SACHIDANAND SINHA,  
Presiding Officer.

[No. 2/144/66-LR.II]

**S.O. 779.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Pure Sitalpur Colliery of Messrs Pure Sitalpur Coal Concern Limited, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 9th February, 1970.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 91 OF 1969

#### PARTIES:

Employers in relation to the management of Pure Sitalpur Colliery of  
Messrs Pure Sitalpur Coal Concern Limited

AND

Their workmen.

#### PRESENT:

Shri B. N. Banerjee, Presiding Officer.

#### APPEARANCES:

On behalf of Employers—Shri S. Mukherjee, Assistant Secretary.

On behalf of Workmen—Absent.

STATE: West Bengal

INDUSTRY: Coal Mines.

#### AWARD

By Order No. 6/81/68-LR.II dated October 23, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment), referred the following industrial dispute between the employers

in relation to the management of Pure Sitalpur Colliery of Messrs Pure Sitalpur Coal Concern Limited and their workmen, to this Tribunal, for adjudication, namely:

"Whether the management of Pure Sitalpur Colliery of Messrs Pure Sitalpur Coal Concern Limited, Post Office Ukhra, District Burdwan was justified in dismissing from service Shri Jagu Turi, Pick Miner with effect from 3rd September, 1968? If not, to what relief is the workman concerned entitled?"

2. Both the workmen and the management took the least interest in the reference. They did not file their written statement nor did they appear on the date fixed for settling the peremptory date of hearing. On the date fixed for settling the peremptory date of hearing (namely, January 12, 1970), this court fixed to-day as the peremptory date of hearing in the absence of parties and sent information of the peremptory date to both the parties by registered post.

3. To-day the workmen did not appear. One Mr. S. Mukherjee, Assistant Secretary of Pure Sitalpur Colliery, appeared under a letter of authority and filed a strange petition of which the relevant paragraphs read as follows:

"2. That nobody did appear from the colliery with all necessary papers and documents concerning the dispute to-day.

3. That the undersigned being authorised to represent the case before the Hon'ble Tribunal and without the necessary papers and documents it will not be possible for the petitioner to proceed with the case to-day."

The prayer in the petition was for adjournment. Regard being had to the attitude exhibited by both the parties, I do not think it worthwhile to grant the prayer for adjournment and I reject the prayer.

4. Since nobody is taking any interest in the reference, I am of the opinion that the dispute has no longer any effective existence. I, therefore, pass a 'no dispute' award in the reference.

Dated, February 4, 1970.

(Sd.) B. N. BANERJEE,

Presiding Officer.

[No. 6/81/68-LR.II.]

**S.O. 780.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Messrs Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited, G. T. Road (West), Post Office Asansol, District Burdwan and their workmen, which was received by the Central Government on the 10th February, 1970.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 88 of 1969

#### PARTIES:

Employers in relation to the management of Messrs Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited,

AND

Their workmen.

#### PRESENT:

Shri B. N. Banerjee, Presiding Officer.

#### APPEARANCES:

On behalf of Employers—Shri N. Das, Advocate.

On behalf of Workmen: Sri Dipak Kumar Ghose. Adviser to the Union.

STATE: West Bengal.

INDUSTRY: Coal Mines.

#### AWARD

By Order No. 6/23/69/LRII, dated October 13, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour

and Employment), referred the following industrial dispute between the employers in relation to the management of Messrs Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited and their workmen, to this Tribunal, for adjudication, namely:

"Keeping in view the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Government of India whether the management of Messrs Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited were justified in refusing to their workmen at Adjai Second Colliery, Post Office Charanpur, District Burdwan, the payment of (1) Dearness Allowance @ 1.47 per day during the period from 1st April 1968 to 31st December, 1968 and (2) railway fare higher classes to the entitled workmen during the period from 15th August, 1967 to 31st December, 1968? If not, to what relief are the workmen concerned entitled?"

2. The management and the workmen both filed their respective written statement. The case pleaded by the management, in their written statement, was as is hereinafter indicated. It was stated that Messrs Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited were the managing contractors of Adjai II, colliery belonging to Messrs Bengal Coal Company Limited and that on and from April 1, 1969, Bengal Coal Company Ltd., took over the Adjai Second Colliery from the Managing Contractors. It was further pleaded that, on and from April, 1969, the undertaking of Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited stood closed down and as such the present Reference dated October 13, 1969, made after the date of closure was invalid in law. In paragraph 5 of the written statement it was pleaded, by way of second preliminary objection, that by a settlement, dated January 7, 1969, arrived at during the course of Conciliation proceedings, the dispute regarding the payment of dearness allowance and the railway fare was settled and finally resolved. Since this settlement is legally binding on the parties and has not been terminated, the present reference on the same subject matter is invalid. Without prejudice to the aforesaid contentions, it was pleaded on merits, that the financial position of the management was such that it was not possible to pay dearness allowance at the enhanced rate of Rs. 1.47 per day during the period from April, 1968 to December 31, 1968. So far as Railway fare was concerned, it was pleaded, in paragraph 8 of the written statement, that the management was paying to all the workmen according to the rates fixed by the Wage Board recommendations and since the management was paying the proper class of railway fare to the workmen, the present demand contained in the schedule to the Order of Reference was vague. This is in substance the case pleaded by the management.

3. In the written statement filed on behalf of the workmen it was admitted that the contract in favour of Messrs Harkrishnan Singh Chopra and Brothers (Collieries) Private Ltd., stood terminated from April 1, 1969. In paragraphs 6 and 7 of the said written statement it was pleaded:

"6. While the workmen of the colliery are overwhelmingly represented by Colliery Mazdoor Sabha, Raniganj, the raising contractors managed to conclude an agreement with another union on the strength of which, the workmen were paid V.D.A. at the rate of Rs. 1.11 per day from 1st April to 31st December, 1968, and at the rate of Rs. 1.47 from 1st January 1969. Thus the workmen were deprived of Rs. 0.36 per day for 9 (nine) months on account of Dearness Allowance.

7. With regard to Railway Fares for higher classes, piece-rated workmen, e.g. Underground Loaders and Machine Drivers, were being offered at the old rates till 31st December 1968. Thus the workmen were deprived of the benefit of higher class railway fares from 15th August 1967, to 31st December, 1968."

This is in substance are the grievances made on behalf of the workmen.

4. On behalf of the trade union of the workmen, Robin Chatterjee, Vice-President of the trade union deposed. He proved documents Exts. 2 and 3 and stated:

"There was a settlement over the dispute over variable dearness allowance with another union of the workmen, although the dispute had been raised by the majority union represented by ourselves. Even under that settlement the matter was to be further discussed later on but the management did never discuss the matter any more."

In cross-examination, however, he stated:

"I do not know whether the settlement of the Colliery Mazdoor Congress (Ext. A) has been terminated. Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited have closed down their business."

5. On behalf of the management Prithi P. Singh, one of the Directors of the company deposed. In his examination in chief he stated:

"There was a trade union representing the workmen employed in Adjai II colliery. The name of that trade union was Colliery Mazdoor Congress (Independent). There was another trade union working in the colliery. (Shown Ext. A). This is the settlement between ourselves and the Colliery Mazdoor Congress (Independent). There was no dispute raised by any trade union over the issues which had been raised to this Tribunal. The financial condition of the company was not good when it was closed down.

*To Tribunal:*

When I say the condition was not good I mean the company was not running at a profit. I cannot off hand say whether the company was running at a loss.

*Examination in-chief—contd.*

We did not pay the variable dearness allowance at the rate claimed because we could not. We did not pay the higher Railway fare as claimed because they were not entitled thereto. We paid railway fares according to the basic wages and not according to earnings of the workman. This was strictly in accordance with the recommendation of the Wage Board."

In cross-examination he admitted that during the period from April, 1968, to December 31, 1968, the management was paying to the workmen variable dearness allowance at the rate of Rs. 1.11 per day.

This is in short the evidence led before me.

6. I have first of all to dispose of the preliminary objections raised before me. The first preliminary objection was to the effect, as I have indicated before, that the proprietors of Adjai II colliery having had terminated the managing contract, the business of Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited stood closed down and there would not be any industrial dispute with a non-existent or a closed down industry. Now, the law on this point is quite clear. There is a distinction between two classes of cases, namely (i) those in which the cause of action arose at the time when the business had been closed; (ii) those in which the cause of action arose at the time when the business was still being carried on. There can be no industrial dispute in respect of first category of case, if it was clear that the subject matter of the dispute ceased to exist when the dispute arose. But in regard to the second category where the dispute arose before the closure of the business, it does not cease to be the industrial dispute merely because the industry subsequently closed. Mr. N. Das, learned Advocate for the management, tried to dispute this proposition by relying on a judgment of Kerala High Court in *Ravi Krishna Weaving Mills Private Limited vs. State of Kerala* (1959) II LLJ 760 (per Vaidialingam, J.). He is not, however, right there. In the case before the Kerala High Court, the management issued a notice to the effect that they had decided to close down the business on account of accumulation of stock and other financial difficulties and hence they decided to retrench all the workmen with effect from a particular date. The dispute relating to justifiability of the proposed retrenchment was referred to adjudication. It was contended that the reference was invalid as relating to a dead industry. In negating such contention it was held, that the material date for the purpose would be such on which the dispute arose and in the instant case, on the date of the proposed retrenchment, when the industry was in existence and the relationship of master and servant between the parties to the dispute was also in existence. Hence, the reference was held to be valid reference. In the instant case, it appears from the failure report that the dispute had arisen earlier to the date of take over in April 1969. Therefore, I do not find any substance in the first preliminary objection.

7. The second preliminary objection was to the effect that the matter having had already been settled with the Colliery Mazdoor Congress, another trade union



of the workmen, the matter could not be reopened, in the present reference, without having had first terminating the earlier agreement. The settlement with the Colliery Mazdoor Congress is Ext. A and is dated January 7, 1969. The terms were, *inter-alia*:

- "1. It is agreed that the management will pay V.D.A. @ Rs. 1.47 to the weekly paid workers and monthly paid staff of the Adjal Second Colliery with effect from 1st January, 1969, and as regards payment of arrear V.D.A. from 1st April, 1968, the parties will have further negotiations.
2. It is agreed that the management would pay the Railway fare according to the recommendations of the Central Wage Board from 1st January 1969, and the payment of Railway fare for the year, 1968 will be discussed mutually."

The terms will themselves show that the period beginning from April, 1968 was not covered by any agreement and therefore there is no substance in this preliminary objection also.

8. Having cleared the ground of the preliminary objection, I now turn to the merits of the case.

9. The main defence of the management for non-payment of variable dearness allowance at the rate claimed and also non-payment of the higher railway fare is that they were not in financial position to pay the same. So far as Railway fares are concerned, they have a special defence and say that they were implementing the recommendation of the Wage Board because they were paying according to the recommendations of the Wage Board, as per paragraphs 33 and 34 of the Report (at pages 130 and 131 of Volume I), that is to say Railway fare calculated on basic wages. This statement is not disputed. I find railway fare at the higher rate is payable on the basis of basic wages. If this was being so paid, and it is not disputed that this was being done, there is no substance in this claim of the workmen.

10. So far as variable dearness allowance is concerned, I am not satisfied with the financial disability of the management as pleaded. There is little evidence on it. The period involved is also short. I, therefore, hold that this claim should be allowed.

11. In the view that I take, I hold that keeping in view the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Government of India, the management of Messrs Harkrishnan Singh Chopra and Brothers (Collieries) Private Limited were not justified in refusing to their workmen at Adjal Second Colliery payment of dearness allowance at the rate of Rs. 1.47 per day during the period from 1st April, 1968 to 31st December, 1968. I further hold that the Railway fare was being paid for the period in question according to the recommendations of the Wage Board. The only relief to which the workmen are entitled for the period in question is the difference between the variable dearness allowance payable and the variable dearness allowance paid.

This is my award.

(Sd.) B. N. BANERJEE,  
Presiding Officer.

February 3, 1970.

[No. 6/23/69-LR.II.]

New Delhi, the 18th February 1970

**S.O. 781.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of New Ardhogram Colliery, Post Office Ardhogram, District Bankura and their workmen, which was received by the Central Government on the 10th February, 1970.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 93 OF 1969

## PARTIES:

Employers in relation to the management of New Ardhogram Colliery,  
 AND  
 Their workmen.

## PRESENT:

Shri B. N. Banerjee, Presiding Officer.

## APPEARANCES:

*On behalf of Employers.*—Sri Uma Shankar Dutta, Manager.

*On behalf of Workmen.*—Sri Robin Chatterjee, Vice-President, Colliery Mazdoor Sabha.

STATE: West Bengal

INDUSTRY: Coal Mines.

## AWARD

By Order No. 6/69/69/LRII, dated October 23, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of New Ardhogram Colliery, and their workmen, to this Tribunal, for adjudication, namely:

“Whether the management of New Ardhogram Colliery, Post Office Ardhogram, District Bankura was justified in stopping from work 91 workers as mentioned below from 31st May, 1969 and if not, to what relief they are entitled?”

*Pick-Miners*

1. Aungod Bouri
2. Pochai Bouri
3. Muchi Rami Bouri
4. Buhan Bouri (1)
5. Bijoy Bouri
6. Dipool Bouri
7. Likhinda Bouri
8. Mona Bouri
9. Bagambar Bouri
10. Apinda Bouri
11. Paru Bouri
12. Pramata Bouri
13. Poti Bouri
14. Khandu Bouri
15. Akal Bouri
16. Naran Bouri
17. Satan Bouri
18. Sasti Bouri
19. Kala Bouri
20. Budhan Bouri (2)
21. Gopal Bouri
22. Bhaba Bouri
23. Sudhir Bouri
24. Anath Bouri
25. Bhagbat Bouri
26. Naran Muchi
27. Tilak Bouri
28. Jiban Bouri
29. Jatilal Bouri
30. Ganga Bouri
31. Anil Bouri
32. Puchkori Bouri
33. Dharam Bouri
34. Kalasoha Bouri
35. Supal Bouri
36. Sudhan Bouri
37. Manik Bouri

38. Shyam Bouri
39. Bhakti Bouri
40. Ratan Bouri
41. Kuran Bouri
42. Haru Bouri
43. Rabi Bouri
44. Muruli Bouri
45. Anil Bouri (Samapur)
46. Badal Bouri
47. Sunil Bouri
48. Sotu Bouri
49. Bhikary Bouri
50. Jadu Bouri
51. Nunaram Bouri
52. Muchiram Bouri
53. Manik Bouri (Samapur)
54. Asu Bouri
55. Lakhidas Bouri
56. Khadu Bouri
57. Sasti Bouri
58. Nepal Bouri
59. Naru Hari
60. Bhakta Hari
61. Sunil Hari
62. Anil Hari
63. Fakir Hari
64. Bijoy Hari
65. Mangal Hari
66. Sanatan Hari

*Loaders*

1. Kosy Bouri
2. Moti Bouri
3. Kechi Bourini
4. Rebi Bourini
5. Gharala Bourini
6. Putula Bourini
7. Adara Bourini
8. Moni Bourini
9. Mori Bourini
10. Mothura Bourini
11. Nirmala Bourini
12. Jhuni Bourini
13. Pramila Bourini
14. Geni Bourini
15. Mangala Muchi
16. Chapala Bourini
17. Bijola Bourini
18. Kamala Bourini
19. Bharati Bourini
20. Asoka Bourini
21. Dulali Bourini
22. Bali Muchi
23. Bijola Muchi
24. Rashi Muchi
25. Jomuna Muchi

2. The parties did not file their respective written statement, nor did they had any evidence. At the hearing to-day, there was a joint petition filed before this Tribunal stating that the parties had mutually settled their dispute already and on the basis of the settlement the colliery work had been resumed. In the circumstances, the parties prayed for an award in the light of the settlement.

3. Now that the dispute has been settled out of this Tribunal and that there is no subsisting dispute between the parties, I record that the parties have mutually settled their dispute and pass a 'no dispute' award in the reference.

(Sd.) B. N. BANERJEE,

Presiding Officer.

[No. 6/69/69-LR.II.]

Dated, February 6, 1970.

**S.O. 782.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Messrs Equitable Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen, which was received by the Central Government on the 11th February, 1970.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA**

REFERENCE NO. 92 OF 1969

**PARTIES:**

Employers in relation to the management of Messrs Equitable Coal Company Limited,

AND

Their workmen.

**PRESENT:**

Shri B. N. Banerjee, Presiding Officer.

**APPEARANCES:**

*On behalf of Employers*—Sri N. R. Khaitan, Advocate, instructed by Sri N. C. Shah, Advocate.

*On behalf of Workmen*—Sri Nikhlesh Das, Advocate.

STATE: West Bengal

INDUSTRY: Coal Mines

**AWARD**

By Order No. 6/67/69-LR-II dated October 23, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Messrs Equitable Coal Company Limited and their workmen, to this Tribunal, for adjudication, namely:

"Keeping in view the duties performed by Sarvashri Santosh Dey, Assistant Despatch Clerk and Amar Mukherjee, Weighbridge Clerk at Methani Colliery of Messrs Equitable Coal Company Limited, Post Office Dishergarh, District Burdwan, whether they have been correctly designated and placed in the appropriate grades by the management in accordance with the recommendations of the Central Wage Board for the Coal Mining Industry? If not, what relief are these workmen entitled and from what dates?"

2. Parties filed their respective written statement. Oral evidence was also led on behalf of the parties at the hearing to-day. Certain pieces of documentary evidence were also exhibited.

3. In course of hearing, however, Mr. Nikhlesh Das, learned Advocate appearing for workmen, realised that the form of the reference was such as would not really serve the purpose of the concerned workmen. The two concerned workmen really wanted promotion, that is to say, Santosh Dey, Assistant Despatch Clerk, wanted promotion to the post of Despatch clerk, which work he was carrying on after the retirement of M. N. Chatteraj and Amar Mukherjee, Weighbridge Clerk, wanted promotion to the post of Assistant Despatch Clerk, which duties he was for sometime carrying on. Consequently also their demand was for grades commensurate with their promoted position. The form of the reference, however, was not for promotion but for correct designation and appropriate grades. In these circumstances, Mr. Das, learned Advocate for the workmen, wanted to withdraw from the reference in the form made with liberty to raise another industrial dispute which would serve the purpose of the concerned workmen better and in a more appropriate manner. Mr. N. R. Khaitan, learned Advocate for the Equitable Coal Company Limited, did not object to the prayer made by Mr. Das.

4. In the aforesaid circumstances, I dispose of the present reference without any award, reserving liberty to the workmen to raise in future a more appropriate industrial dispute which would cover their aspirations.

There would be no order as to costs.

Dated. February 5, 1970.

(Sd.) B. N. BANERJEE,  
Presiding Officer.

[No. 6/67/69-LR II.]

**S.O. 783.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the Industrial dispute between the employers in relation to the management of Lodna Colliery, Post Office Jharla (Dhanbad) and their workmen, which was received by the Central Government on the 11th February, 1970.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
(NO. 2) AT DHANBAD**

**PRESENT:**

Shri Nandagiri Venkata Rao. Presiding Officer.

REFERENCE NO. 5 OF 1968

In the matter of an industrial dispute under Section 10 (1) (d) of the Industrial Disputes Act, 1947.

**PARTIES:**

Employers in relation to the management of Lodna Colliery, Post Office Jharla (Dhanbad).

AND

Their Workmen

**APPEARANCES:**

On behalf of the employers—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen—Shri B. Lall, Advocate.

STATE: Bihar

INDUSTRY: Coal.

Dhanbad, 7th February, 1970

**AWARD**

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Lodna Colliery, Post Office Jharla (Dhanbad) and their workmen, by its order No. 2/74/68-LRII dated the 4th June, 1968 referred to this Tribunal under Section 10 (1) (d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below.

**SCHEDULE**

"Whether the management of the Lodna Colliery, Post Office Jharla (Dhanbad) was justified in dismissing the following workmen from the dates noted against each?

Shri Nicholas Pasker, Clerk .. 20th November, 1967

Shri V. K. Shukla, Clerk .. 21st December, 1967

If not, to what relief are the workmen entitled?"

2. Employers as well as the workmen filed their statement of demands.

3. Sarvashri Nicholas Pasker and V. K. Shukla (hereinafter referred to as the affected workmen No. 1 and 2 respectively) were clerks in Lodna Colliery of the employers. On 30th September, 1967 separate charge-sheets were issued to both the affected workmen alleging misconduct under clause 27(2) of the standing orders of the coal mining industry. Both the affected workmen submitted explanations to the charge-sheets denying the allegation. Separate domestic enquiries were held against the two affected workmen by the Personnel Officer. On the findings of the enquiry officer holding the affected workmen guilty of the charge the employers issued letters dated 20th November, 1967 and 21st December, 1967 respectively to the affected workmen 1 and 2 dismissing them from service with immediate effect. These facts are not in dispute. The employers filed the written statement pleading *inter-alia* that the two affected workmen were dismissed for proved misconduct in terms of the standing orders after holding proper domestic enquiries observing all the principles of natural justice. They also took a legal objection against sustainability of the reference on the ground that the dispute involved in the reference was neither raised by any group of workmen nor by their union. The two affected workmen also filed separate written statement stating that the domestic enquiries held against them were nothing but farce, that the findings of the enquiry officer were perverse, that the enquiry officer was biased against them

and that they were dismissed from service only to victimise them for not supporting the Colliery Mazdoor Sangh. The employers were represented by Shri S. S. Mukherjee, Advocate and the workmen by Shri B. Lall, Advocate. On admission by the workmen, Exts. M1 to M28 for the employers and on admission by the employers, Exts. W. 1 to W. 4 for the workmen were marked. On behalf of the employers 2 witnesses were examined and Exts. M 29 to M 36 were marked. On behalf of the workmen the two affected workmen were examined as WW. 1 and WW. 2.

4. Shri S. S. Mukherjee, the learned Advocate for the employers has not pressed the legal objection raised by the employers against sustainability of the reference. The objection was that the dispute involved in the reference was not raised by any group of workmen or their union and as such there was no industrial dispute between the employers and their workmen. This contention has no substance now when Section 2-A is added to the Industrial Disputes Act, 1947 by Act. No. 35 of 1965. The newly introduced section says, "Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between the workman and his employer, connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute." This answers the legal objection raised by the employers and it is overruled.

5. I propose to take up for discussion the cases of the two affected workmen in the order as mentioned in the order of reference. The affected workman No. 1 was issued the charge-sheet, Ext. M2 on 30th August, 1967. It is admitted that on 21st September, 1967 the affected workman No. 1 had prepared the supplementary bonus sheet, Ext. M1. It is for the quarter ending June, 1967 and it relates to eight workmen mentioned in it. The total sum shown as payable to them was Rs. 378.40. The first charge contained in the charge-sheet, Ext. M2 was that (1) the affected workman had prepared the supplementary bonus sheet, Ext. M1 without properly forwarded applications received from the workmen, (2) got the supplementary bonus sheet passed for payment when the names of the eight workmen were already in the original bonus sheet with the same amount payable for the same quarter and (3) the supplementary bonus sheet when searched was not traceable but was produced in pieces after some time and as such the affected workman had attempted to defraud the company by Rs. 378.40. The second charge contained in the charge-sheet, Ext. M2 was that on further scrutiny of the records it was seen from the cash voucher No. 884 dated 22nd June, 1967 of W/E 24th June, 1967 that a sum of Rs. 930.07 was drawn by the affected workman No. 1 on 22nd June, 1967 for payment of supplementary bonus for the quarter ending March, 1967 for which the payment sheet was not traceable in the relevant file and that he had intentionally misplaced or destroyed it so as to misappropriate the amount drawn by him. In the explanation, Ext. M3 to the charge-sheet the affected workman No. 1 pleaded that he had made out the supplementary bonus sheet at the direction of the Junior accountant, Shri Raman, that the affected workman No. 1 had checked the bonus card (Form X) in respect of the workmen concerned and found that the initial of the checking officer and the signature or thumb impressions of the workmen concerned were not then on the card, that due to absence of any initial of the checking authority or signature or thumb impression of the concerned workmen the affected workman No. 1 inferred that the bonus of the workmen had not been made out in the original sheet and thus prepared the supplementary bonus sheet. The affected workman No. 1 further stated that he was under the impression that should there be any mistake the same would be checked by the junior accountant or Shri W. A. Zaidi who were invariably comparing the supplementary bonus sheet with the original sheet in usual practice. He further mentioned that the original bonus sheet was with the pay clerk who was making the payment and it was not accessible to him. The affected workman No. 1 denied knowledge where the supplementary bonus sheet had gone after he had prepared it and how it was torn into pieces. He denied the 2nd charge and also denied that he had at any time attempted to cheat the employers. The Personnel Officer, MW. 1 held the domestic enquiry into the charge-sheet, Ext. M2 against the affected workman No. 1. The parties addressed their lengthy arguments in respect of the procedure adopted by the enquiry officer in conducting the enquiry. MW. 1 the enquiry officer has deposed that he held the enquiry on 6th, 7th and 9th October, 1967 and submitted his report. The enquiry proceedings are Ext. M 29 and the enquiry report is Ext. M30. According to MW. 1 the affected workman No. 1 attended the enquiry on 6th, 7th and 9th of October, 1967, that 4 witnesses on the 6th and 4 more on the 7th were examined for the management and the affected workman No. 1 cross-examined all of them, that on the 9th one

witness for the management was examined but the affected workman No. 1 declined to cross-examine him, refused to sign the statement of the witness and also refused to give his own statement and left the enquiry, that after the 9th the affected workman No. 1 did not appear with or without his witnesses and that, as such he prepared and submitted the enquiry report, Ext. M30. According to the affected workman No. 1, WW. 1 there was no enquiry held on the 9th in spite of the fact that he went to the enquiry on that date and he was not given any further date for the enquiry. He also stated that he did not refuse any letter sent to him by a registered post by the employers. Exts. M4, M5, M6 and M8 are admitted letters sent to the affected workman No. 1, stating that on 9th October, 1967 he had refused to cross-examine Shri P. K. Bose, a witness of the management, refused to sign the statement and left the enquiry and giving him notice that the enquiry would be held again on 14th and 27th. Ext. M26 is also an admitted letter of the affected workman No. 1 acknowledging receipt from the employers the letter dated 9th October, 1967, Ext. M4. In view of these admitted letters and the deposition of MW. 1 I do not find substance in the case put forth on behalf of the affected workman No. 1 that no enquiry was held on the 9th or that he had no intimation of further hearings. If the affected workman No. 1 choose not to cross-examine on the 9th Shri P. K. Bose, sign the statement and declined to further participate in the enquiry, he should blame himself.

6. It is pointed out that the enquiry officer had adopted a strange procedure in receiving from the witnesses Sarvashri S. R. V. Raman and W. A. Zaidi written statements instead of himself recording them. The fact is admitted by MW. 1 as well as by Shri S. R. V. Raman, MW 2. It is also admitted by MW. 1 that statements of the two witnesses were not read over. It is pointed out that the affected workman No. 1 had endorsed on the statement of Shri S. R. V. Raman at the close of the original statement "within my presence" and signed it and that the endorsement indicated that the statement was written in his presence. It is also contended that the affected workman No. 1 was well versed in English language and could read and understand the statements of Sarvashri S. R. V. Raman and W. A. Zaidi. But there is no material to know to what extent the affected workman No. 1 knew English language and understood it. There is no such endorsement on the statement of Shri W. A. Zaidi. Merely because the affected workman No. 1 cross-examined at length the two witnesses, it does not necessarily follow that he went through the statements and understood them. The affected workman No. 1, WW. 1 says that the enquiry officer had asked him to cross-examine the two witnesses in accordance with the charge-sheet and his reply to it and did not even hand over the statements to him for reading. That apart, I find from the enquiry proceedings, Ext. M29 that one Shri V. S. Mani had put questions to some witnesses after the witnesses were cross-examined by the affected workman No. 1. I find force in the contention of the learned Advocate for the workmen that the purpose of Shri V. S. Mani in putting questions after cross-examination was only to defeat the purpose of cross-examination and to fill up lacuna in the earlier deposition of the witness. Shri V. S. Mani had put such questions to Sarvashri Safulla and W. A. Zaidi. Shri W. D. Zaidi is one of the responsible officers of the Colliery. To the questions by the affected workman No. 1 Shri Safulla had deposed that Shri W. A. Zaidi had helped him in getting a quarter. Shri V. S. Mani asked him what help Shri Zaidi had rendered in getting a quarter. Shri W. A. Zaidi had not deposed anywhere why he had suspected that the supplementary bonus sheet, Ext. M1 was prepared fraudulently. Shri V. S. Mani asked him for the factors which made Shri W. A. Zaidi to suspect that there was a fraud in the preparation of the supplementary bonus sheet. Then Shri W. A. Zaidi came forth with the story narrated to him by Shri Safulla. Shri V. S. Mani further asked Shri W. A. Zaidi if he believed the statement of Shri Safulla as correct or himself verified it with his Identity card. Obviously, the questions put by Shri V. S. Mani were to fill up the lacuna in the depositions of the witnesses. It is not disclosed who Shri V. S. Mani was and whom he was representing before the enquiry and why he was allowed to put questions to the witnesses after the affected workman No. 1 had concluded his cross-examination. On this point I feel that the domestic enquiry held against the affected workman No. 1 was not in accordance with the principles of natural justice and the affected workman No. 1 was prejudiced by the procedure adopted by the enquiry officer.

7. Let me assume that there was no irregularity in the procedure in conducting the domestic enquiry and proceed to see how far the findings of the enquiry officer were supported by the material before him. On his own showing, the enquiry officer MW. 1 had examined 9 witnesses for the management against the affected workman No. 1. The enquiry proceedings, Ext. M29 show that Sarvashri Ramjan Mia and Jaloo Singh, two of the workmen mentioned in the supplementary bonus sheet, Ext. M1 had deposed in their examination in chief itself that they had submitted applications in respect of the bonus for the quarter ending June, 1967. The

junior accountant, Shri S. R. V. Raman had stated that one Shri Charlie Banerjee had collected complaints from a few workers regarding non-payment of bonus for quarter ending June, 1967, that Shri Charlie Banerjee had recorded the bonus complaints in some cases in a register and that Shri Charlie Banerjee gave the register to Shri S. R. V. Raman on 16th September, 1967 with a request to get the complaints attended to. On this material it could not be said that there were no complaint applications at all from the workmen in respect of unpaid bonus for the quarter ending June, 1967. Shri S. R. V. Raman had further deposed that he had entrusted the complaint applications and the register to one. Shri Bidyut Baran Ghosh with instruction to attend those cases on the 17th September and put them up to him on the following day, that on the 18th September Shri Bidyut Baran Ghosh reported back and that on this Shri S. R. V. Raman entrusted this work to one Shri Shanti Chattaraj, clerk on the 19th September. None of the clerks, Shri Shanti Chattaraj in particular mentioned by Shri S. R. V. Raman was examined and as such the possibility could not be ruled out that Shri Shanti Chattaraj had entrusted this work to the affected workman No. 1 to lessen his own work. It is not that the affected workman was prohibited from preparing the supplementary bonus sheet. Shri S. R. V. Raman had deposed before the enquiry that Sarvashri N. Paskar (the affected workman No. 1) Mohiuddin and Shanti Chattaraj were not the only clerks attending to the bonus work but it was given to other clerks also who could be spared for the job. It follows that the affected workman No. 1 could be entrusted with the work if he had time to spare. The first ingredient of the 1st charge against the affected workman No. 1 was that he had prepared the supplementary bonus sheet without properly forwarded applications received from the workmen. From the evidence before him, as pointed out by me above, the enquiry officer could not hold the ingredient of the charge as proved. The second ingredient was that the affected workman No. 1 got the supplementary bonus sheet passed for payment when the names of the eight workmen were already in the original bonus sheet with the same amount payable for the same quarter. It means that the affected workman had prevailed upon the authority competent to pass the supplementary bonus sheet by misrepresentation of facts or otherwise. The original bonus sheet was not produced before the enquiry officer and as such the enquiry officer had no opportunity to verify if the allegation was correct. Shri Zaidi, who had passed the supplementary bonus sheet had deposed before the enquiry officer that he had compared the supplementary bonus sheet with the bonus cards and that he had passed it "after seeing the attendances as well as initials or signatures (of any officer) if not done." A specific question was put by the affected workman to Shri W. A. Zaidi, "at the time of your passing this supplementary sheet did you call for me as I had prepared it and did you ask for original bonus sheet and other documents in connection from me?" To this question Shri W. A. Zaidi replied "I passed it on the basis of entries in the bonus cards (Form X)". It follows that Shri W. A. Zaidi did not think it necessary to call for the affected workman No. 1 and considered it sufficient to check the supplementary bonus sheet with bonus cards (Form X). It is not that Shri W. A. Zaidi had checked the supplementary bonus sheet, Ext. M1 as a stray instance. He had deposed that since recovery from his sickness he was doing this work. Obviously, he was doing this checking work since some time. On this material the enquiry officer could not hold that the affected workman got the supplementary bonus sheet, Ext. M1 passed for payment. The last ingredient was that the supplementary bonus sheet, when searched was not traceable but was produced in pieces after some time. The only person who could speak about it could be Shri W. A. Zaidi. But he did not utter a word about it. Hence, there was absolutely no evidence that the affected workman had torn the supplementary bonus sheet into pieces. In Ext. M30 the enquiry report charge-sheet and explanation are reproduced, summary of the depositions of the witnesses mentioned and the procedure followed in the enquiry are narrated at length. The enquiry officer, MW. 1 has not mentioned on what material he could arrive at the finding that the affected workman was guilty of the 1st charge. I find the finding without any basis and as such perverse. The enquiry officer, appears to have been carried away by the alleged confession of the affected workman No. 1 spoken to by Shri W. A. Zaidi. Shri S. S. Mukherjee, the learned Advocate representing the employers has conceded that the finding of the enquiry officer regarding the 2nd charge has absolutely no basis. I also find the same from the enquiry proceedings Ext. M29. Thus the findings of the enquiry officer are simply perverse, and on this ground also the domestic enquiry or the findings of the enquiry officer could not warrant dismissal of the affected workman No. 1.

8. The affected workman No. 2 was also a clerk in Lodna Colliery of the employers. The chargesheet issued to him is Ext. M10 and the reply to it submitted by him is Ext. M11. The same Personnel Officer, MW. 1 held a domestic enquiry



into the chargesheet. The enquiry proceedings are Ext. M31 and the enquiry report is Ext. M32. As in the case of the affected workman No. 1, the learned representatives of the parties addressed their lengthy arguments in respect of the procedure adopted by the enquiry officer in conducting the enquiry. The enquiry officer, MW. 1 has deposed that he had held the domestic enquiry against the affected workman No. 2 on 30th October, 1967 and 31st October, 1967. It is true that the enquiry was posted on earlier dates and notices were issued to the affected workman No. 2. The contention of the affected workman No. 2 is that no enquiry was held on those dates. It is not necessary to probe into the controversy, inasmuch as no witness was examined on any of the dates prior to 30th October, 1967. For 30th October, 1967 notice, Ext. M14 dated 19th October, 1967 was issued and it was received by the affected workman No. 2 and he went to the enquiry on the specified date. This fact is corroborated by the letter of the affected workman No. 2 dated 4th November, 1967, Ext. M15. In his deposition also the affected workman No. 2, WW. 2 has admitted the fact. The evidence of the enquiry officer, MW. 1 is that on 30th October, 1967 he examined two witnesses in presence of the affected workman No. 2, but the affected workman No. 2 refused to cross-examine the witnesses and to sign the statement. He further deposed that he adjourned the enquiry to 31st October, 1967 and prepared two adjournment sheets, Exts. M33 and M34 and asked the affected workman No. 2 to receive one and sign on the other in token of his having received the adjournment sheet. But the affected workman No. 2 refused to sign the sheet. In the enquiry report, Ext. M32 the enquiry officer has stated that when the affected workman No. 2 refused to cross-examine the two witnesses on 30th October, 1967 and also declined to sign the statements, he called the persons available in the other part of the office to sign the statements in witness that the affected workman No. 2 refused to sign the statements and to cross-examine the witnesses. This fact is borne out from the statements of Saryashri Md. Jainul Mea and Ramzan Mia, included in the enquiry proceeding, Ext. M31. Ext. M33 is a notice addressed to the affected workman No. 2 to attend the enquiry on 31st October, 1967 at 9 A.M. and Ext. M34 is a copy of the same. Ext. M34 contains a note stating that the affected workman No. 2 refused to sign the adjournment slip. Against these oral and documentary evidence the affected workman No. 2, WW. 2 simply states that no enquiry was held on 30th October, 1967. He says that when he went to the place of enquiry on 30th October, 1967 the enquiry officer, MW. 1 was not there but Shri S. S. Mukherjee, a Personnel Officer was there. The workman did not dare to summon Shri S. S. Mukherjee in support of the statement of the affected workman No. 2. Hence, if the affected workman No. 2 did not choose to cross-examine the two witnesses on 30th October, 1967 and to participate in the enquiry on 31st October, 1967 he should bear the consequence. In spite of the above attitude of the affected workman No. 2 he was again given a notice dated 23rd November, 1967, Ext. M35 to appear for enquiry on 30th November, 1967 at 9 A.M. On 30th November, 1967 the affected workman No. 2 did not attend the enquiry and on that day Shri S. S. Mukherjee another Personnel Officer prepared the proceedings, contained at page 13 in the enquiry proceedings, Ext. M 31, stating that all the witnesses for the management were present on that date and that they had nothing more to state than what they had stated on 30th October, 1967 and 31st October, 1967. It is signed by all the witnesses and by Shri S. S. Mukherjee. However, the proceedings on 30th November, 1967 are of no consequence, because the report of enquiry, Ext. M32 is based only on the evidence recorded on 30th October, 1967 and 31st October, 1967. In view of this material on record it cannot be said that there was any irregularity in the procedure adopted for the enquiry.

9. Now it is to be seen if the finding of the enquiry officer is supported by material placed before him or it is baseless and perverse as contended on behalf of the workmen. The first charge in the charge-sheet, Ext. M10 has the following ingredients—(1) that the affected workman No. 2 instructed the affected workman No. 1 to prepare the supplementary bonus sheet, Ext. M1, (2) that the affected workman No. 2 prepared a voucher for Rs. 378.40 without even checking whether the usual applications for such complaints had actually been received, (3) that on 25th instant he drew the amount from cash and kept it with him, (4) that on 26th morning when Shri W. A. Zaidi asked him regarding the supplementary bonus sheet he claimed that the sheet might be with the Chief Accountant or Chief Mining Engineer but on pressing he produced the sheet in pieces and (5) that the above facts proved beyond doubt that he intended to defraud the company for a sum of Rs. 378.40. In the explanation, Ext. M11 the affected workman No. 2 denied all the ingredients of the charge. It requires to be seen how far the above ingredients were proved by the 10 witnesses examined by the enquiry officer, MW. 1. Out of the above witnesses Saryashri Jainul Mea, Ramzan Mia, Jato Singh, Gulfan Mia, Ruplal Tell and Lahory Jeswora, were the workmen who had simply deposed that they had not submitted complaint petitions regarding non-receipt of

bonus. This evidence has no bearing on the charge sheet issued to the affected workman No. 2, for the supplementary bonus sheet was not prepared by the affected workman No. 2 and it was admittedly prepared by the affected workman No. 1 and he was charged separately for preparing it without receiving the complaint petitions. The affected workman No. 2, comes into picture only after the supplementary bonus sheet was prepared. The first ingredient of the charge against the affected workman No. 2 was that he had instructed the affected workman No. 1 to prepare the supplementary bonus sheet. To this extent there was absolutely no evidence before the enquiry officer. Shri S. R. V. Raman had inferred from the circumstances that the affected workman No. 1 could have taken up the work of preparing the supplementary bonus sheet on the instructions from the affected workman No. 2. This is only an inference or opinion of Shri S. R. V. Raman and this information could not be the basis for the enquiry officer to hold the ingredient as proved. Admittedly, the affected workman No. 2 had prepared the voucher for Rs. 378.40. It is also not in dispute that it was prepared on the basis of the supplementary bonus sheet prepared and passed. Shri W. A. Zaidi had deposed before the enquiry officer that he had compared the form X postings and the supplementary sheets postings and passed it after initialling the form X and on the next day when the affected workman No. 2 had brought to him the voucher he (Shri W. A. Zaidi) had signed it. Neither Shri Zaidi nor Shri S. R. V. Raman nor any other witness had deposed before the enquiry officer that the affected workman No. 2 could not prepare the voucher on the basis of the already passed supplementary bonus sheet or that he had to make any further checking. From the evidence of Shri W. A. Zaidi who had signed the voucher, also it is evident that the affected workman No. 2 had nothing more to do. In the explanation, Ext. M11 the affected workman No. 2 had stated that Shri W. A. Zaidi had handed over to him the supplementary bonus sheet and directed him to make out a voucher for the same, that as directed he had made out the voucher, that the supplementary bonus sheet and the voucher were sent to the Chief Accountant through Shri W. A. Zaidi for checking and passing for payment, that it was checked by the Chief Accountant and the supplementary bonus sheet was sent to him and the voucher to the Chief Mining Engineer for approval, that it was duly approved by the Chief Mining Engineer and then he drew the amount from the cash department in the afternoon for making payment and that he had kept the money in the drawer of the table under lock and key as usual as no worker had turned up that day for taking payment. This explanation by the affected workman No. 2 was submitted long before the witnesses were examined before the enquiry. There was nothing in the evidence of Shri S. R. V. Raman and W. A. Zaidi to rebut the explanation of the affected workman No. 2. Shri W. A. Zaidi had not even denied the facts stated against him by the affected workman No. 2 in the explanation, Ext. M11. It is not controverted that when demanded the affected workman No. 2 had produced the money immediately but produced the supplementary bonus sheet, Ext. M1 in a torn condition. In the explanation, Ext. M11 the affected workman No. 2 had stated that when Shri W. A. Zaidi went to him on the next morning enquiring about the supplementary bonus sheet and voucher the affected workman No. 2 could not fix it as to which worker and sheet he was referring and as such stated that it might be with the Chief Accountant or the Chief Mining Engineer, that when Shri Zaidi referred to the amount of Rs. 378.40 the affected workman looked into the sheets fixed on the hand clip kept on the table but could not find it, that he handed over the money then and there and that after making a search he found the supplementary bonus sheet in pieces, near adrema section and handed over the pieces to the Chief Accountant. There was no evidence before the enquiry officer to contradict the explanation. The money as well as the supplementary bonus sheet were produced by the affected workman No. 2, sooner or later. It may be that the affected workman No. 2 was not careful enough to keep secured the supplementary bonus sheet. But that fact by itself could not drive the enquiry officer to the conclusion that the affected workman No. 2 had the intention of defrauding the employers of the sum of Rs. 378.40. Thus, I find the finding of the enquiry officer as regards the first charge had no basis at all. Shri S. S. Mukherjee, the learned Advocate for the employers has conceded that there was no material whatsoever to support the finding of the enquiry officer in respect of the 2nd charge contained in the chargesheet Ext. M10. The 2nd charge related to preparation by the affected workman No. 2 of vouchers No. 87 and 754, both relating to supplementary bonus sheet for the quarter ending December, 1966 and that the two supplementary bonus sheets were not available in the file. From the enquiry proceedings, Ext. M31 also I find the same position. Hence, the finding of the enquiry officer in respect of both the charges contained in the charge sheet, Ext. M10 are baseless and simply perverse. As in the case of the affected workman No. 1 in this case also the enquiry officer seems to have been carried away by the alleged confessions spoken to by Shri W. A. Zaidi before him.

10. When it is found that the domestic enquiry held against the two affected workmen was not proper or fair or that the findings recorded by the enquiry officer are perverse, the whole issue is at large before the Tribunal. To support my view there is a plethora of case law decided by the Supreme Court. It is sufficient to refer to the decisions in *Ritz Theatre (P) Ltd. Vs. its workmen* (1962-II-L.L.J. 498) and *Khaddah & Co. Ltd. Vs. its workmen* (1963-II-L.L.J. 452). The employers as well as the workmen knew the legal position and had evidence, independent of the domestic enquiry, in respect of justification or otherwise of the dismissal of the two affected workmen. The employers examined the junior accountant Shri S. R. V. Raman, as MW. 2. If not to justify the dismissal of the two affected workmen there could be no purpose in the employers examining the witness. The employers had to establish by evidence independent of the evidence led before the enquiry that under the instructions of the affected workman No. 2, affected workman No. 1 had prepared the supplementary bonus sheet, Ext. M1, that the complaint applications were not forwarded to him properly, that the eight workmen referred to in the supplementary bonus sheet, Ext. M1 had already received in full the bonus for the quarter ending, that the affected workman No. 1 had got the supplementary bonus sheet passed for payment *mala fide*, that the affected workman No. 2 prepared the voucher without checking the complaint applications, that the affected workman No. 2 received the cash and kept it in his table drawer, against the rules or practice, that both the affected workmen produced the supplementary bonus sheet in a torn condition and that both of them intended to defraud the employers for a sum of Rs. 378.40. The employers examined only 2 witnesses and out of them MW. 1 was the enquiry officer who conducted the two domestic enquiries against the two affected workmen, as such his evidence is not relevant at this stage. The only other witness Shri S. R. V. Raman was the junior accountant and it was not he who had passed the supplementary bonus sheet or signed the voucher. He has spoken about the procedure in this connection. According to him the supplementary bonus sheets are normally prepared on the complaints of the workmen. After the supplementary bonus sheets are prepared and after the vouchers are prepared and passed the money involved in the supplementary bonus sheets is drawn from the cashier and paid to the workmen. The supplementary bonus sheets are passed by the chief accountant before the vouchers are prepared. The voucher is also passed by the Chief Mining Engineer. The witness has categorically conceded that he did not know what had happened in his absence and as such he could not say if the voucher relating to the supplementary bonus sheet, Ext. M1 was received by Shri W. A. Zaidi. He also conceded that he did not know under whose instructions the affected workman No. 1 had prepared the supplementary bonus sheet, Ext. M1. The original bonus sheets showing the names of eight workmen mentioned in Ext. M1 is not produced. The witness, MW. 2 says that there is a form X showing the particulars of bonus earned by each workman and the forms relating to the eight workmen mentioned in the supplementary bonus sheets Ext. M1 are Exts. M18 to M25. As spoken to by the witness, in form X there is a column and in practice also thumb impressions or signatures of the workmen receiving bonus are entered in it. But in Exts. M18 to M25 there are no such thumb impressions or signatures of workmen in respect of the quarter ending June, 1967. The witness, MW. 2 further points out that when bonus sheets are prepared they are checked with reference to Form X cards and the Form X cards are initialled by the checking officer. In Exts. M18 to M25 there are initials in green ink and the witness, MW. 2 points out that they were taken at the time of preparation of the supplementary bonus sheet, Ext. M1. It follows that before the supplementary bonus sheets, Ext. M1 was prepared the forms, Exts. M18 to M25 had no initials even of the checking officer on them and there were no thumb impressions or signatures of workmen to signify that they had received the bonus mentioned in the forms. Thus, not only there is no evidence that the workmen mentioned in the supplementary bonus sheet, Ext. M1 had received the bonus, the forms Exts. M18 to M25 clearly prove that the eight workmen had not received their bonus before the supplementary bonus sheet, Ext. M1 was prepared. None of the eight workmen mentioned in the supplementary bonus sheet, Ext. M1 is examined to show that he had not submitted any complaint petition. There is no evidence that the eight workmen had not submitted their complaint petitions. The witness, MW. 2 does not say specifically that the affected workman No. 1 was prohibited from preparing the supplementary bonus sheet. It is his evidence that on previous occasions the affected workman No. 2 had drawn money on vouchers and paid to the workmen. Shri W. A. Zaidi is not examined to disapprove the evidence of the affected workman No. 2 that the affected workman No. 2 had prepared the voucher under his instructions, that he had sent the voucher to the Chief Mining Engineer, that the Chief Mining Engineer had passed the voucher or that he had drawn the money under instructions from Shri W. A. Zaidi. The voucher in question is also not produced. MW. 2 does not

say that the affected workman No. 1 or the affected workman No. 2 had misrepresented facts to Shri W. A. Zaidi or any other authority or prevailed upon him in any other manner and got the supplementary bonus sheet passed *malā fidely* or they had torn to pieces the supplementary bonus sheet. Under these circumstances it cannot be said that the two affected workmen or either of them was guilty of theft, fraud or dishonesty in connection with the company's business or property under clause 27 (2) of the standing orders. Hence, no justification is found in dismissing either or both the affected workmen.

11. I, therefore, find that the management of Lodna Colliery, Post Office Jharla (Dhanbad) was not justified in dismissing Shri Nicholas Pasker, Clerk with effect from 20th November, 1967 and Shri V. K. Shukla, Clerk with effect from 21st December, 1967 and, consequently, they are entitled to be reinstated in their original job and also to their back wages and other dues with effect from the above dates till the date of their reinstatement as though there was no break in their service.

(Sd.) N. VENKATA RAO,  
Presiding Officer,  
Central Govt. Industrial Tribunal (No. 2),  
Dhanbad.

[No. 2/74/68-LRII.]

**S.O. 784.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri N. M. Koyal, Retired District and Sessions Judge and Deputy Secretary, Law and Judiciary Department, Government of Maharashtra, Nagpur, arbitrator, in the industrial dispute between the employers in relation to the managements of the Ballarpur Collieries Company, Nagpur and Sasti Colliery, Nagpur and their workmen, which was received by the Central Government on the 24th January, 1970.

#### AWARD

IN THE MATTER OF ARBITRATION UNDER SECTION 10A OF THE INDUSTRIAL DISPUTES ACT, 1947, IN THE INDUSTRIAL DISPUTE BETWEEN THE MANAGEMENT OF THE BALLARPUR COLLIERIES COMPANY, NAGPUR REPRESENTING BALLARPUR AND SASTI COLLIERIES AND THEIR WORKMEN REPRESENTED BY SEVERAL UNIONS.

#### PRESENT:

Shri N. M. Koyal, Retired District and Sessions Judge and Deputy Secretary Law and Judiciary Department, Government of Maharashtra, Nagpur, Arbitrator.

*Representing the Management:*  
The Ballarpur Collieries Company,  
Nagpur.

*Represented by:*  
(1) Shri P. P. Singh.

*Representing the workmen:*  
1. Maharashtra Colliery Workers' Union.  
2. Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh.

(2) Shri M. K. Kumar.  
(1) Dr. D. P. Kawadkar, President.  
(2) Shri V. R. Labde, Vice-President.

3. Chanda Colliery Mazdoor Sangh.

(3) Shri K. Krishnarao, President.

4. Ghugus Khadan Mazdoor Sangh.

(4) Shri D. L. Minmule, Gen. Secretary.

5. Bombay Pradesh Mine Workers' Union.

(5) Shri Ramsajiwansingh, Secretary.

By a written agreement dated the 13th September, 1969, the representatives of the Employers (management) and the representatives of the workmen as mentioned therein, agreed to refer, for arbitration by me, under the provisions of Section 10A of the Industrial Disputes Act, 1947, the following specific matters in dispute between them:

- (1) Is the Management justified in not paying variable dearness allowance at the rates envisaged by the Wage Board Recommendations as accepted by the Government of India and in paying at the rate of 0.78 paise only per attendance from 1st April, 1968, the date on which they began implementation of the Wage Board Award. If not justified, what should be the quantum of variable dearness allowance payable to their workmen from time to time from 15th August, 1967?

(2) Is the Management justified in pleading that they are unable to grant increments to their workmen as envisaged in the Wage Board Recommendations? If not justified, what is the relief to which the workmen are entitled?

(3) Is the Management justified in implementing the wage structure of the Wage Board Recommendations as accepted by the Government of India with effect from 1st April, 1968, and in expressing inability to pay the arrears of wages due to the workmen for the period from 15-8-1967 to 31-3-1968? If not justified, to what relief are the workmen entitled?

2. The parties further agreed that the decision of the Arbitrator shall be binding on them.

3. The said written agreement dated 13th September, 1969, was published by the Central Government in pursuance of the provisions of Sub-Section 3 of Section 10A of the Industrial Disputes Act, 1947, vide Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Notification No. 4385 dated 22nd October, 1969, in the Gazette of India, November 1, 1969.

4. Whereas the Maharashtra Colliery Workers' Union, Ballarpur was one of the unions representing the workmen as would appear from para 1 of the said notification, no representative thereof was a signatory to the agreement dated the 13th September, 1969. The matter has been clarified by Dr. D. P. Kawadkar by his written clarification dated 27th November, 1969. The said clarification has been confirmed by Shri P. P. Singh, representative of the employers—the Ballarpur Collieries Company, Nagpur by writing of the very same date. Regard being had to the facts stated in paras 1, 2, 5 and 6 of the said clarification, there can be no manner of doubt that the Maharashtra Colliery Workers' Union, Ballarpur is also one of the unions representing the workmen concerned, in the dispute in question. The said union is mentioned as S. No. 1 as representing the workmen.

5. The employers and the Unions were called upon to file their written Statements on the points in dispute. The management filed its Written Statement on 4th December, 1969. The unions also filed their Written Statements on 4th December, 1969, and 6th December, 1969. The Maharashtra Colliery Workers' Union filed an additional statement with annexures on 8th December, 1969.

6. Whereas the management for various reasons as mentioned in its written statement dated 4th December, 1969, has contended that the Central Wage Board Recommendations for the coal mining industry are unworkable and the employers cannot be called upon to implement them from 15th August, 1967, and they are also unable to grant increments to their workmen as envisaged in the said recommendations, the unions, on the other hand, reiterated their demand for full implementation of the Central Wage Board Recommendations for the Coal Mining Industry. They have also stated that in any case the employer should agree to give reasonable increase in the V.D.A. and submitted that an amicable settlement should be arrived at for specifying the period and mode of payment of the arrears of wages from 15th August, 1967, to 31st March, 1968, as well as of annual increments as per the said recommendations. The Maharashtra Colliery Workers' Union also submitted that the Arbitrator should be pleased to use his good offices to persuade the management to give as much as possible in case their demands are considered to be excessive.

7. The Board on Page 162 of its Report (Vol. I) has stated that it has not been able to arrive at an agreed quantitative assessment of likely increase in the costs of production resulting from the wage structure which it has recommended. It has also added that it was the consensus of the board that a change in the wage structure of the order recommended by it will have some impact on production costs and it will necessitate a review of coal prices. This necessary means that unless the Central Government were to give a corresponding increase in the price of coal, there can be no full implementation of the Wage Board Recommendations. While the Central Government by its resolution No. WB-16(5)/66, dated the 21st July, 1967, directed some of the recommendations accepted by it to be implemented with effect from 15th August, 1967, coal had already been decontrolled on 24th July, 1967. As stated earlier, the management in its written statement dated 4th December, 1969, emphasised the need for increase in the price of coal if it was to give full effect to the recommendations of the Central Wage Board for the coal mining industry. In this connection, reference is invited to paras 15, 16, 17, 18, 19

and 20 of the written statement of the employers in regard to the attempt of the management to receive the increase in the price of coal and to the statement showing impact of the implementation of the Wage Board Recommendations per M. tonne attached to the said written statement. No doubt, in order to compensate the two interim wage increases granted by the Central Wage Board, the Central Government had twice raised the then existing coal prices. Though it was so, according impact of the implementation of the Wage Board Recommendations per M. increase in the coal price. This, according to the management, is the principal reason as to why it is not possible for it to give full effect to the Central Wage Board Recommendations for the coal mining industry. As would appear from the written statements of the concerned unions in the case, they too have been aware of the financial difficulties of the management for meeting their demands in full as per the said recommendations and that is why they have stated that they do not want to put the employers in an embarrassing position by insisting upon full implementation of the Central Wage Board Recommendations for the coal mining industry. It is rightly conceded that the said recommendations have no statutory character. At the request of the Maharashtra Colliery Workers' Union which request, the other concerned unions and the management also orally agreed to, I examined the position in relation to the point in dispute, duly considering the view points of the contesting parties in the case with a view to make suggestions to them to enable them, if possible, to arrive at an amicable settlement in the interest of the industry. As a matter of principle, it was pointed out to them that while the management has to, and must, consider the interest of the workmen also, and accordingly agree to the just and reasonable demands of its workmen, the workmen too, in keeping with the growing recognition of the role of the workmen as partners in the industry with a right to a share in the profits in the industry as also the losses should agree to a just and reasonable settlement between the parties without insisting upon abnormally heavy demands. This was appreciated by both. In fact, the dual responsibility of the unions to look to the interests both of the workers and of the employer has been rightly recognised by them, as would appear from para 6 of the written statement of the Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh. It is in this spirit and in the interest of the industry that the parties had discussions in relation to the specific points in dispute.

8. There is indeed considerable force in the management's contention that since it has not obtained a corresponding increase in the price of coal, it was difficult for it to pay the V.D.A. as per the said recommendations and the arrears in a lump sum.

9. As against this position, the unions as per their written statements claimed entire arrears of wages from 15th August, 1967, and V.D.A. in accordance with the cost of living index. The Maharashtra Colliery Workers' Union demanded payment of arrears by January, 1970, while the Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh demanded payment of arrears in three equal instalments commencing from the last week of December, 1969, but not beyond 1st January, 1970.

10. The discussions between the parties were carried on to find out some via media, when it was pointed out to the management that in as much as it had already implemented the accepted recommendations from 1st April, 1968, it could not disown its liability to implement them from 15th August, 1967, particularly, as the industry has obtained certain increases in the coal prices, it was submitted on its behalf that the matter could be considered if the unions appreciated its difficulties in paying the V.D.A. as per the recommendations of the Central Wage Board for the coal mining industry. From the discussions it appeared that if the unions appreciated the management's difficulties as aforesaid the management were to agree to implement the accepted recommendations from 15th August, 1967, the parties could be inclined to agree on the mode of payment of arrears of wages in view of the financial difficulties of the management.

11. This led to further discussions between the parties, to the effect that if the management accepted in principle the implementation of the Central Wage Board recommendations for the coal mining industry as regards wages and the annual increments, the unions might consider about the rate of the V.D.A. and suitable mode of payment of arrears on both counts.

12. While the matter had reached this stage, on 3rd January, 1970, Shri S. W. Dhabe, President of the Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Nagpur filed an application signed by him and by its Working President, Shri Khode requesting for time till 15th January, 1970, to enable him to file further statement. The case was adjourned on 4th January, 1970, to 6th January, 1970, for

reply to Shri Dhabe's application. On 6th January, 1970, also, parties had some discussions between them in regard to the proposed settlement of the issues. At their request the case stood adjourned to 7th January, 1970, on which date Shri Dhabe did not press his application and withdrew the same. The parties then filed application of settlement requesting me to give award in terms of the said settlement.

13. I scrutinised the terms of settlement and found that they are absolutely fair, just and equitable. Accordingly, I make my award in terms of the settlement between the parties as under:—

- (a) The management shall pay V.D.A. at the rate of Rs. 1.17 with effect from 1st October, 1969.
- (b) The management shall release two annual increments as envisaged in the Coal Wage Board Recommendations with effect from 16th August, 1969. This would apply to such workmen who have qualified for such increments but have not been paid the same. There would be no further claim on this issue.
- (c) The management shall pay the arrears of wages for the period 15th August, 1967, to 31st March, 1968, and of V.D.A. from 1st October, 1969, to 31st December, 1969, in three equal quarterly instalments beginning from 1st February, 1970.
- (d) With the above settlement, there would be no dispute whatsoever remaining between the employer and the workmen regarding the implementation of the Coal Wage Board Recommendations. However, any individual complaints arising out of the implementation of the Wage Board Recommendations would be settled by mutual negotiations.
- (e) Both parties shall bear the expenses as incurred by them and shall not be liable for the expenses of the other party.

NAGPUR;  
Dt. 20th January, 1970.

(Sd.) N. M. KOYAL,  
Arbitrator.

Proceedings in Arbitration under section 10-A of the Industrial Disputes Act, 1947, between parties to the Industrial Dispute referred to in their agreement dated 13th September, 1969, published by the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) under their Notification No. S.O. 4385 dated 22nd October, 1969, in the Gazette of India, November 1, 1969, before Shri N. M. Koyal, Retired District and Sessions Judge and Deputy Secretary, Law and Judiciary Department, Government of Maharashtra. Arbitrator appointed by the parties to the said dispute.

14th November, 1969.—The signatories to the arbitration agreement dated 13th September, 1969, and representing the parties therein mentioned, shall appear before me, on 27th November, 1969, at 11 a.m., at my residence at 375, Shankar Nagar, Nagpur. Notices be, and are, issued to them for the said purpose, this 14th day of November, 1969.

(Sd.)  
Arbitrator.

27th November, 1969.—Shri P. P. Singh represents the Ballarpur Collieries Company in respect of Ballarpur and Sastl Collieries. The Maharashtra Colliery Workers Union by its President Dr. D. P. Kawadkar, Chanda Colliery Mazdoor Sangh Sastl, by President Shri K. Krishnarao, Bombay Pradesh Mine Workers' Union, Ballarpur by Secretary Shri Ramsajlwan Singh, Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh by Vice-President Shri V. R. Labde. I have pointed out to the above mentioned representatives that certain matters referred to in the notification as respects the parties mentioned in its preamble, in its body and as signatories to the agreement published in the said notification seem necessary to be clarified. They have expressed their views in that regard. I want the same to be in writing on record so as to determine as to who were intended to be and are parties to the arbitration agreement. They shall, therefore, clarify the above matters in writing within a couple of days i.e., by 30th November, 1969. The management shall file its statement in respect of its justification for not granting dearness allowance etc., as for the recommendations of the Wage Board which are matters in dispute by 30th November, 1969. At this stage

Chugus Khadan Mazdoor Sangh Ghugus by General Secretary, by Shri D. L. Minmule. he above-mentioned statement shall be filed by 30th November, 1969, whereafter the representatives of workmen referred to above, who are parties to the agreement shall file their reply thereto, by next date. Case for 3rd December, 1969, at 5 P.M.

(Sd.)

Arbitrator.

3rd December, 1969.—Parties as before. They request a day's adjournment on the ground that the Statement of the employers is not ready today. Request granted. Case for 4th December, 1969.

(Sd.)

Arbitrator.

4-12-69.

(Sd.) .....

(Sd.) .....

(Sd.) .....

(Sd.) .....

3-12-69

4th December, 1969.—Parties as before, except that Shri Krishnarao and Shri Minmule, who are absent. They however have authorised Shri Labde. Authorisations filed. Thus all the parties which were previously present are represented today also. Clarification as referred to in the order sheet dated 27th November, 1969, *ibid.* It is signed by Dr. Kawadkar to Shri Singh. The Ballarpur Colliery Company filed its statement. Copies thereof have been given to other parties. Dr. Kawadkar files this reply of Maharashtra Colliery Workers' Union to the above mentioned Statement. Shri Labde representing all other workers' union request time to file their Statement, on the ground that the said unions received copy of the statement of Ballarpur Collieries Company only today. Case for 11th December, 1969. But Shri Labde shall file the statement by 8th December, 1969, so that the case will be ripe on 11th December, 1969, for fixing further dates for further proceedings.

4-12-69

(Sd.)

Arbitrator.

The case stands adjourned to 21st December, 1969, as per request of the applicant on the ground that Shri Singh representative of the Ballarpur Collieries Company has been admitted into Hospital, argued to by other parties.

9th December, 1969.—Dr. Kawadkar has sent corrected statement of M.C.W. Union.

(Sd.)

Arbitrator.

17th December, 1969.—Shri Kawadkar, president of the Maharashtra Colliery Workers' Union by this letter dated 15th December, 1969, requests adjournment. This case to some other date. This request has been asked to by other parties. The case shall therefore, be taken up on 3rd January, 1970, at 12:00 noon.

(Sd.)

Arbitrator.

3rd January, 1970, 12-00 P.M.—Shri Singh representative of Ballarpur Collieries Company present. None else is present. A little earlier Shri Dhabe president of Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Nagpur had appeared. He filed an application for fixing this case after 15th January, 1970, so as to enable him to file workers statement for full implementation of Wage Board recommendations retrospectively. The other parties be awaited.

(Sd.)

Arbitrator.

5.00 P.M. Dr. Kawadkar, Shri Krishnarao and Shri Labde present. They say they were not aware of the case having been fixed at 12 p.m. and therefore, they appear now (5 p.m.) which was the time fixed previously on prior proceedings. They contacted Shri Singh on phone and all concerned say that this case be fixed for 4th January, 1970, at 12-30 p.m. I agree. Accordingly, I fix the case at 12-30 p.m. on 4th January, 1970.

(Sd.)

Arbitrator.

4th January, 1970, at 12-30 P.M.—Shri Singh, Dr. Kawadkar, Shri Krishnarao and Shri S. W. Dhabe and Shri Labde present. Shri Singh, Dr. Kawadkar, Shri Krishnarao request time to reply to the Dhabe's application. Case for 6th January, 1970, at 11-00 A.M.

(Sd.)

Arbitrator.

(Sd.)



6th January, 1970.—Shri Singh, Dr. Kawadkar, Shri Krishnarao and Shri Dhobe and Shri Labde present. Shri D. L. Minmule and Shri Khode working President of M.P.R.K. Khadan Kamgar Sangh, Nagpur also present. The parties had some talks in regard to proposed settlement between them for considerable time today but they request a day's time in that connection. I agree. Case for 7th January, 1970 at 3-30 P.M.

(Sd.)  
Arbitrator.

7th January, 1970, 3-30 P.M.—Shri P. P. Singh and Shri M. K. Kumar, representatives of the Ballarpur Collieries Company, Nagpur, representing Ballarpur and Sasti Collieries, Dr. D. P. Kawadkar, President, Maharashtra Colliery Workers' Union, Shri V. R. Labde, Vice President, Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Shri K. Krishnarao, President, Chanda Colliery Mazdoor Sangh, Shri D. L. Minmule, General Secretary, Ghugus Khadan Mazdoor Sangh and Shri Ramsajiwan Singh, Secretary, Bombay Pradesh Mine Workers' Union, present. Shri S. W. Dhabe also present. Shri Dhabe does not press his application and withdraws the same. Other parties as mentioned above, file a petition of settlement. Their statements are recorded. Case closed for the making of the Award.

(Sd.)  
Arbitrator.

20th January, 1970.—Award made and signed this 20th day of January, 1970. and submitted to the Government of India, along with all the papers in the case.

BEFORE SHRI N. M. KOYAL, RETIRED DISTRICT AND SESSIONS JUDGE, ETC.

In the matter of

The Ballarpur Collieries Company Nagpur, representing Ballarpur and Sasti Collieries.

AND

Their Workmen represented by the following Unions:

- (1) Maharashtra Colliery Workers' Union, Ballarpur, represented by Dr. D. P. Kawadkar.
- (2) Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Ballarpur, represented by Shri V. R. Labde.
- (3) Chanda Colliery Mazdoor Sangh, Sasti, represented by Shri K. Krishnarao.
- (4) Ghugus Khadan Mazdoor Sangh, Ghugus, represented by D. L. Minmule.
- (5) Bombay Pradesh Mine Workers' Union, Ballarpur, represented by Shri Ramsajiwan Singh.

*Application for giving Award in terms of the settlement arrived at between the parties at the intervention of the Arbitrator.*

The Ballarpur Collieries Company, Nagpur being the employers in relation to the managements of Ballarpur and Sasti Collieries and their workmen represented by the Unions mentioned above, beg to submit as under:

1. That the Central Government was pleased to publish in the Gazette of India dated 1st November, 1969, under section 10(a)(3) of the I.D. Act, 1947 the Agreement dated 13th September, 1969, arrived at between the management in relation of the Ballarpur Colliery and the Sasti Colliery and the Unions agreeing to refer the following dispute to the arbitration of Shri N. M. Koyal, Retired District and Sessions Judge, Secretary Law and Judiciary Department, Government of Maharashtra:

- (1) Is the Management justified in not paying variable dearness allowance at the rates envisaged by the Wage Board Recommendations as accepted by the Government of India and in paying at the rate of 0.78 paise only per attendance from 1st April, 1968, the date on which they began implementation of the Wage Board Award? If not justified, what should be the quantum of variable dearness allowance payable to their workmen from time to time from 15th August, 1967?

- (2) Is the Management justified in pleading that they are unable to grant increments to their workmen as envisaged in the Wage Board Recommendations? If not justified, what is the relief to which the workmen are entitled?
- (3) Is the Management justified in implementing the Wage structure of the Wage Board Recommendations as accepted by the Government of India w.e.f. 1st April, 1968, and in expressing inability to pay the arrears of wages due to the workmen for the period from 15th August, 1967, to March, 1968? If not justified, to what relief are the workmen entitled?

2. After publication of the agreement this Hon'ble Arbitrator was pleased to direct the parties to file their written statements. Consequently, both the employer as well as the Unions have filed their Written Statements. The Management has contended that they have been unable to obtain adequate rise in the price of coal to cover the full impact of the Wage Board Recommendations. The four Unions on the other hand, while reiterating their demand for the implementation of the Wage Board Recommendations have expressed that the employer should in any case agree to give reasonable increase in the Variable Dearness Allowance and that amicable settlement should be arrived at for specifying the period and mode of payment of the arrears of wages from 15th August, 1967, to 31st March, 1968, and also annual increments as per the Wage Board Recommendations.

3. After discussions with the parties, at the intervention of the Hon'ble Arbitrator, the parties have arrived at the following compromise:

- (a) The management agrees to pay V.D.A. at the rate of Rs. 1.17 with effect from 1st October, 1969.
- (b) The management agrees to release two annual increments as envisaged in the Coal Wage Board Recommendations with effect from 16th August, 1969. This would apply only to such workers who have qualified for the increments but have not been paid the same. There would be no further claim from the workers on this issue.
- (c) The management agrees that the arrears of wages for the period 15th August, 1967, to 31st March, 1968, and of V.D.A. from 1st October, 1969, to 31st December, 1969, will be paid in three equal quarterly instalments beginning from 1st February, 1970.
- (d) With the above settlement, there will be no dispute whatsoever remaining between the employer and the workers regarding the implementation of the Coal Wage Board Recommendations. However, any individual complaints arising out of the implementation of the Wage Board Recommendation would be settled by mutual negotiations.
- (e) Both parties shall bear the expenses as incurred by them and shall not be liable for the expenses of the other party.

4. The parties have arrived at the above settlement voluntarily and with free will as a consequence of negotiations conducted by the Arbitrator. The above settlement is fair and is in the interest of both parties and has been arrived at to ensure industrial peace in the region.

*Prayer* :—Both parties, therefore, pray that the Hon'ble Arbitrator be pleased to give award in terms of the above settlement.

NAGPUR,

*Dated January, 7, 1970.*

*Representing Employers :*

- (1) Sd/- P. P. SINGH  
For Ballarpur Collieries Company. 7-1-70.
- (2) Sd/- M. K. KUMAR  
For Ballarpur Collieries Company. 7-1-70.

*Representing Workmen :*

- (1) Sd/- Dr. D.P. KAWADKAR  
President, Maharashtra Colliery Worker Union.
- (2) Sd/- V.R. LABDE  
Vice-President Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh
- (3) Sd/- K. KRISHNARAO,  
President Chanda Colliery Mazdoor Sangh.
- (4) Sd/- D. L. MINMUDE,  
General Secretary, Ghugus Khadan Mazdoor Sangh.
- (5) Sd/- RAMSAJIWANSINGH  
Secretary Bombay Pradesh Mine Workers' Union.

We—Shri P. P. Singh and Shri M. K. Kumar, representatives of the Ballarpur Collieries Company, representing Ballarpur and Sasti Collieries, Dr. D. P. Kawadkar, President, Maharashtra Colliery Workers' Union, Shri V. R. Labde, Vice President, Maharashtra Pradesh Rashtriya Koyala Khadan Kamgar Sangh, Shri K. Krishnarao, President, Chand Colliery Mazdoor Sangh, Shri D. L. Minmule, General Secretary, Ghugus Khadan Mazdoor Sangh and Shri Ramsajiwan Singh, Secretary, Bombay Pradesh Mine Workers' Union, representing the workmen concerned, have signed the petition of settlement filed today the 7th January, 1970, of our own accord in the interest of the Industry, and agree to abide by the terms mentioned therein.

(Sd.) .....  
7-1-1970.

(Sd.) .....

(Sd.) .....

(Sd.) .....

(Sd.) .....

Copy of letter No. Nil, dated the 3rd January, 1970, from Shri S. W. Dhabe, President, Rashtriya Koyala Khadan Kamgar Sangh, Nagpur, Maharashtra State, addressed to Shri N. M. Koyal, Hon'ble Arbitrator, Camp, Nagpur.

The reference made by Central Government of all Collieries in Maharashtra State is pending before Hon'ble Industrial Tribunal, Shri Deo at Nagpur covering the same demands and is pending for hearing on 15th January, 1970.

Union wants to file further statement and demands full implementation of Wage Board recommendations and retrospectively.

It is, therefore, prayed that this Hon'ble Arbitrator may kindly fix the hearing after 15th January, 1970.

Copy of letter No. MCWU/WBR/BC/133/69, dated the 15th December, 1969, from Shri D. P. Kawadkar, President, the Maharashtra Colliery Workers' Union, Ballarpur, District Chanda, addressed to Honourable Shri N. M. Koyal, Arbitrator, Nagpur.

BEFORE HONOURABLE SHRI N. M. KOYAL, ARBITRATOR, NAGPUR.

In the matter of:

The Ballarpur Collieries Company, Nagpur.

AND

Its workmen,

(Represented by the Maharashtra Colliery Workers' Union, Ballarpur and other Unions functioning in the field).

REQUEST FOR SHORT ADJOURNMENT (REF. FIXED FOR 21-12-1969)

Honourable Sir,

The applicant most respectfully begs to apply as under:—

1. That the reference was last fixed for hearing on 11th December, 1969, at Nagpur. As per order of the previous date 3/4th December, 1969, the undersigned submitted the annexures (with correction to his statement) on that date (through Shri Jayant Nagle, B.A.L.L.B., Nagpur), with a copy to the Management.

2. That, it was further informed, by the representative of the Ballarpur Collieries Company, Nagpur, that your honour had adjourned the hearing of the reference from 11th December, 1969, to 21st December, 1969, at Nagpur.

3. That, the undersigned is pre-occupied on that date and it shall not be possible for him to attend the hearing on that date at Nagpur, i.e., 21st December, 1969.

*Prayer*

It is, therefore, prayed that a short adjournment for a week's time, may please be granted, to enable the undersigned to participate in the proceedings of

the reference. (The date 24th (evening), 26th, 31st December, 1969, suits us better).

**BALLARPUR.**

*The 15th December, 1969.*

Copy of letter No. MCWU/WEB/125/69, dated the 7th December 1969 from Shri D. P. awadkar, President Maharashtra Colliery Workers' Union, Ballarpur, Distt. Chanda addressed to Shri N. M. Koyal, Arbitrator.

**BEFORE SHRI N. M. KOYAL, THE ARBITRATOR, RETIRED DISTRICT AND SESSIONS JUDGE & DEPUTY SECRETARY, LAW & JUDICIARY DEPARTMENT, GOVERNMENT OF MAHARASHTRA NAGPUR, M.S.**

In the matter of The Ballarpur Collieries Co. Nagpur, Owners of Ballarpur, Sasti and Ghugus Collieries,

**AND**

Ther workmen, represented by :—

1. The Maharashtra Colliery Workers' Union, Ballarpur.
2. M.P. Rashtriya Koyala Khadan Kamgar Sangh, Ballarpur.
3. Chanda Colliery Majdoor Sangh, Chandrapur.
4. Bombay Pradesh Mine Workers' Union, Ballarpur.
5. Ghugus Khadan Madoor Sangh, Chandrapur.

**REQUEST FOR CORRECTIONS IN UNION'S STATEMENT DATED 4-12-1969  
AND PERMISSION FOR SUBMISSION OF ANNEXURES.**

Honourable Sir,

This Union had submitted its reply to the written statement of the Ballarpur Collieries Co., Nagpur in this reference on 4th December, 1969. Through oversight there remained certain mistakes to be corrected before its submission. The corrections are given, as under :—

Page	Para	Line	Incorrect	Correct
3	2	2	Rs. 1.49	Rs. 1.47
3	4	2	VDA of the increment	VDA and of the increments

2. We are, herewith, submitting three annexures in support of our statement. They should be referred as under :—

- |                |                                 |
|----------------|---------------------------------|
| Annexure No. 1 | Page 2 para (b).                |
| Annexure No. 2 | Page 2 para (c)                 |
| Annexure No. 3 | Page 3 para 2 (i), (ii), (iii). |

**ANNEXURE No. 1**

**THE MADHYA PRADESH AND VIDARBHA MINING ASSOCIATION, COAL COMMITTEE.**

CC/ME.

P. O. PARASIA,  
Distt. Chandwara, M. P.  
2nd October, 1967

At a meeting of the M.P. and Vidarbha Coal Committee held on Saturday 30th September with representative s of recognised union with regard to the implementation of the Wage Board recommendations accepted by the Government, it was agreed that the payments at the full new rates of the wages would be paid from the 1st payment day after of the 15th October 1967. Those collieries/companies in financial difficulties may explain to the Unions their difficulties and may negotiate with their Unions at unit level to vary the above date, but preferably not later than the 1st November, 1967.

The question of arrears wages a payable from 15th August 1967 to the agreed date of the date of implementations would be discussed at a later meeting to be held before the 1st November, 1967.

On the above understanding the unions agreed to advise their constituents to withdraw the strike notice fixed for October 3rd, 1967.

*Signatories.*

Sd/-KADHIKAR  
Sd/-GULAB GUPTA  
Sd/-K.B. CHAUDOLE  
Sd/-K.P. VISHKARMA  
Sd/-C. C. BILATTACHARJI  
Sd/-MOTILAL PAL  
Sd/-Dr. D.P. KAWADKAR

Sd/-F. M. NEHLI  
Sd/-D.H. WIGHTMAN  
Sd/-B. P. SHARMA  
Sd/-M. K. JHA.  
Sd/-S. R. DAGA  
Sd/-F.D. MISTRY  
Sd/-V.M. THAKERNEY  
Sd/-G. R. GOKHALE  
Sd/-G. SRINIVASAN  
Sd/-BAJAJ.  
Sd/-D. P. R. KASAD.

True copy.

Sd/-D.P. KAWADKAR,  
President,  
Maharashtra Colliery Workers Union.

ANNEXURE No. 2

THE BALLARPUR COLLIERIES COMPANY

204/W/2463.

March 30, 1968.

To

1. Dr. D.P. Kawadkar,  
Maharashtra Colliery Workers' Union,  
Ballarpur, Distt. Chanda.
2. Shri V.R. Labde,  
General Secretary,  
M.P. Rashtriya Koyala Khadan Kamgar Sangh,  
P.O. Ballarpur, Distt. Chanda.
3. Shri Ramsjiwan Singh,  
Bombay Pradesh Mine Workers' Union,  
Ballarpur, Distt. Chanda.
4. Shri K. Krishnarao,  
Sasti Colliery Workers' Union,  
Ballarpur, Distt. Chanda.
5. Shri Devdas Minmule,  
Ghugus Colliery Workers' Union,  
P.O. Manikpur, Distt. Chanda.

*Regarding* :—Implementations of the Wage Board recommendations.

Dear Sir,

We request you to please make it convenient to attend a meeting at this office, on 2-4-1968 at 11-00 A.M. to discuss the implementation of the Wage Board recommendations. Tentatively, we propose to implement the recommendations from 1-4-1968.

Thanking you, We are,

Yours faithfully,

Sd/-S.V. Kanade,  
Personnel Officer.

## ANNEXURE No. 3

References as regards the demand of the Union—

(A) Variable Dearness allowances. Wage Board recommendations : Page 54 of Chapter VII—Para 27 :—

*Scheme of dearness allowance* :—For every point's rise over the Index No. 199 of which the Board's Wage structure is linked the dearness shall be 3 paise per day. The method of calculation of the Index shall be on the basis of the average of six months i.e., From January to June and July to December in each year and the adjustments will be made on 1st October and 1st April each year respectively as at present. If there are fractions in the average the next higher integer will be taken on the basis of the above, we give details as under :—

(NOTE :—The price Index taken below has been taken from the information supplied to this Union office by the Asstt. Director, Labour Bureau, Simla vide his letter No. 23/14/69 CPI of 30th September 1969.)

A. On 15-8-1967 —The V.D.A. shall be based on the average of the Price Index for the months July 1966 to July 1966—starting from 1-4-1967.

The Index information of the above months is not available with this office. However, the Management started paying the same @ 0.78 paise so request the Management to justify their payment by proper record available with them.

B. On 1-10-1967 —The information required for the months January 1967 to June 1967—Price Index is also not available with this office. We request the Management, to supply the same from their record. However as being paid by the N.C.D.C. Coal Mines in the field, we demand the V.D.A. @ 1.47 per day.

C. On 1-4-1968	July 1967	213	
	August 1967	215	
	September 1967	214	
	October, 1967	217	
	November, 1967	216	
	December, 1967	214	
		1289	divided by six—214.8 (215)
		215	minus 166 is equal to 49. x .03
			—1.47

D. On 1-10-1968	January, 1968	220	
	February, 1968	217	
	March, 1968	213	
	April, 1968	214	
	May, 1968	212	
	June, 1968	214	
		1290	divided by six—215
		215	minus 166 is equal to—49. x .03
			—1.47

E. On 1-4-1969	July, 1968	213	
	August, 1968	216	
	September, 1968	218	
	October, 1968	219	
	November, 1968	214	
	December, 1968	208	
		1288	divided by six—214.6 (215)
		215	minus 166 is equal to 49. x .03
			—1.47

F. On 1-10-1969	January, 1969	207	
	February, 1969	205	
	March, 1969	207	
	April, 1969	208	
	May, 1969	210	
	June, 1969	216	
		1253	divided by six 208.8 (209)
		209	minus 166 is equal to 43. x .03
			—1.29

*B. Yearly increments :—*Wage Board recommendations Vol.I Chapter VIII. Para 15 :—

The following are the scales of pay for the six daily rated categories at All India Average Working Class.

Consumers Price Index No. 166 (Base 1949—100) Para 19 :—

Categories	Daily Wage Minimum	Increment	Daily Wages Maximum	Period
I	5.00	0—10	6.00	10 years
II	5.35	0—12	6.55	Do.
III	5.90	0—15	7.40	Do.
IV	6.90	0—20	8.90	Do.
V	7.95	0—28	10.75	Do.
VI	10.90	0—40	14.90	Do.

(B) *Clerical Staff —*

Grade I—180-5-235-7-265  
Grade II—205-7-275-10-325  
Grade III—245-10-325-15-385  
Special Grade—305-15-425-20-505

(C) *Technical and Supervisory Staff —*

Grade A:—402-20-605-25-730  
Grade B:—305-15-395-20-575  
Grade C:—245-10-305-15-440  
Grade D:—205-7-247-10-337  
Grade E:—180-5-210-7-273  
Grade F:—165-4-205-5-230  
Grade G:—146-3-176-4-184  
Grade H:—140-3-170-4-178

NOTE:—The above scales are the lowest below which no colliery should be allowed to go.

*Our Demand:—*After adjustment of salaries/wages on the basis given as under:—

No—increment for service three years below.

ONE—increment for three years and more but less than six years service.

TWO—increments for six years or more but less than nine years service.

THREE—increments for service of nine years or more period on the date of acceptance of the wage Board Recommendations by the Central Government i.e. 15-8-1967

FIRST YEARLY increment falls due on 15-8-1968

SECOND YEARLY increments falls due on 15-8-1969.

(For both the above increments with arrears demands).

*Arrears Payment—*

On basis of the above demand, the workers are to receive arrears as under :—

1. Arrears of wages from 15-8-1967 to the date of implementation i. e. 31-3-1968

2. Arrears of proper V. D. A. payment.

3. Arrears of increments.

*Our Demand:—*Total arrears payment in lumpsum in one instalment by 1st January 1970

Before the Hon'ble Arbitrator Shri N. M. Koyal, Retired District and Sessions Judge and Deputy Secretary Law and Judiciary Department, Government of Maharashtra, Nagpur.

In the matter of

Ballarpur Collieries Company, Nagpur, representing Ballarpur and Sasti Collieries.

AND

Their workmen represented by Unions namely:—

1. Maharashtra Colliery Workers Union, Ballarpur.

2. M.P. Rashtriya Koyala Khadan Kamgar, Sangh, Ballarpur.

3. Chanda Colliery Mazdoor Sangh, Chandrapur.
4. Bombay Pradesh Mine Workers' Union, Ballarpur.
5. Ghugus Khadan Mazdoor Sangh, Ghugus.

Reply to the Written Statement dated 4th December, 1969 of the Employers-Ballarpur Collieries Company, Nagpur.

I, V. R. Labade, Vice President, M. P. Rashtriya Koyala Khadan Kamgar Sangh, Ballarpur, beg humbly to submit reply to the written statement of employers dated 4th December, 1969, on behalf of 3 other Unions namely, (1) Chanda Colliery Mazdoor Sangh, Chandrapur, (2) Bombay Pradesh Mine Workers Union, Ballarpur and (3) Ghugus Khadan Mazdoor Sangh, Ghugus, respectively as under with a reservation of right to file additional statement, if found necessary:

1. The Employers, the Ballarpur Collieries Company, while tracing the history of setting up the Coal Wage Board and acceptance of some of the recommendations thereof by the Central Government, have attempted to make critical observations vide their paras 1, 6 of the statement. The comments made in these paragraphs do not seem to be correct and worthy of discussion at this very late hour and prolong the main issues by making it more complicated and controversial unnecessarily.

2. Contents of paras 7 and 8 are admitted.

3. (Para 9 of the Statement) It is true that the Coal Wage Board Recommendations are not given statutory character, probably with a view to create confidence in the Employers to co-operate and to get implemented the recommendations accepted by the Central Government in good faith. The Employers, however, after great persuasion, have accepted the recommendations and implemented them, with effect from 1st April, 1968. Though it was not done in a true spirit of a letter of the recommendations, for reasons of many odd problems facing the industry, the matters were settled very amicably between the parties for purpose of implementing the Coal Wage Board Recommendations initially. Thus, it has assumed the statutory character. It is not, therefore, correct to say that the Recommendations of the Coal Wage Board are not binding on the employers. The matter once decided and acted upon cannot be taken back which is not permissible under law.

4. (Para 10)—Contents of para 10 are denied.

5. (Para 11)—It is not true that the recommendations are unreasonable. The Coal Wage Board after prolonged discussions both with the workers and employers and minute study of the coal industry have given their fullest consideration over all aspects of the industry regarding the situation at various coal mines, grade of coal, capacity of the industry to pay increased wages, allowance etc, and the working system at different mines, have made a reasonable recommendations acceptable to the employers ungrudgingly.

6. (Para 12).—It is not entirely correct to say that the implementation of the recommendations are unworkable. If there is a will the way could be traced out and have a mutual and amicable solution to implement the recommendations. I may humbly submit that it is not the intention of the Unions (workers) to put the employers into embarrassing position by insisting upon exactly to claim wages as recommended by the Coal Wage Board, though entitled to it. The present price index of the State is 215 and the workers can rightly claim the V.D.A. accordingly. The Unions have a dual responsibility to look to the interest both the workers and the employers. As such the union will be always willing to make the just and reasonable settlement between the parties without insisting upon abnormally heavy demands.

7. (Para 13).—This has been already explained vide para 3 of this statement in reply and needs no further comments.

8. (Paras 15 to 22).—The employers vide these paragraphs have attempted to furnish their explanation as to how they are unable to meet the implementation of the Wage Board Recommendations on various grounds. The employers may have a grievance to claim increase in coal price and if they succeed in their attempt to secure it the Unions shall be happy, but it is not acceptable to the Unions that they are not in a position to pay V.D.A. more than 78 paise to the workers, and shirk their responsibility to pay fair wages unless the corresponding increase in coal price is given to them. Presuming that the employers may have



certain financial difficulties to meet the legal and rightful demand of the workers in full as per increased living price index-up-to-date. The Unions feel that the employers can conveniently afford to grant a reasonable increase in payment of V.D.A. and incremental wages on the basis of the recommendations.

9. In view of the above, the Unions, make their reasonable demands as follows:

- (a) That the employers have partially implemented the Coal Wage Board Recommendations with effect from 1st April, 1968, with retrospective effect from 15th August, 1967, the date of implementation directed by the Government. While implementing the recommendations from 1st April, 1968 the employers had agreed to pay the arrears of increased wages from 15th August, 1967, to 1st April, 1968. This has not been yet paid. It should be paid now.
- (b) That the V.D.A. at Rs. 1.40 per head per day should be paid from 1st April, 1968, to date with periodical increments and arrears accrued thereon.
- (c) That the payment of arrears should be paid in three equal instalments. The date of these payments should be fixed in between the last week of this month but not beyond the 1st January, 1970.

These are the reasonable demands of the workers and it is hoped they can be very conveniently met by the employers without any difficulty and have the amicable settlement.

Nagpur,

Dt. 6-12-1969.

(Sd.) V. R. LABADE,  
Vice-President

M. P. Rashtriya Koyala Khadan Kamgar  
Sangh, Ballarpur.

#### Verification

Verified that the contents of the above paras 1 to 9 are true to my knowledge and believe it to be true by V. R. Labade, who has signed this verification at Nagpur, on 6th December, 1969.

(Sd./- V. R. LABADE,  
Vice-President

M. P. Rashtriya Koyala Khadan Kamgar  
Sangh, Ballarpur.

BEFORE SHRI N. M. KOYAL RETIRED DISTRICT & SESSIONS JUDGE AND  
DEPUTY SECRETARY LAW AND JUDICIARY DEPARTMENT GOVERNMENT  
OF MAHARASHTRA NAGPUR.

In the matter of

The Ballarpur Collieries Company, Nagpur representing Ballarpur and Sasti Collieries; and

Their workmen represented by—

- (1) Maharashtra Colliery Workers' Union, Ballarpur.
- (2) M. P. Rashtriya Koyala Khadan Kamgar Sangh, Ballarpur.
- (3) Chanda Colliery Mazdoor Sangh, Chandrapur.
- (4) Bombay Pradesh Mine Workers' Union, Ballarpur.
- (5) Ghugus Khadan Mazdoor Sangh, Chandrapur.

REPLY TO THE WRITTEN STATEMENT DATED 4-12-1969 OF THE BALLARPUR  
COLLIERIES COMPANY NAGPUR.

Honourable Sir,

The applicant most respectfully begs to submit as under:—

1. Re: Para 1 to 12.—The history of the formation of the Central Government wage Board for coal miners in India is admitted. However, the rest of the comments are denied.

2. Re: Para 13.—The contents of the para are denied. It is submitted that the Wage Board recommendations are binding on the management of the Ballarpur Collieries Company for the following reasons.

(a) In view of the above, recommendations the management has secured an increase in coal price and is trying to avoid its responsibilities to implement the terms of the recommendations only with a view to harrass the worker and deprive them of their legal earnings.

(b) In a meeting of the Madhya Pradesh & Vidarbha Mining Association Coal Committee dated 30th September, 1967 this management who was one of the signatories to the agreement with the applicant had agreed to payment at the full new rates of wages with arrears from 15th October, 1967. Further it was agreed that the date of implementation at collieries/companies in financial difficulties may vary from each other and the same should be negotiated with the functioning unions at unit levels.

(c) Further, the management of the Ballarpur Collieries Company implemented the Wage Board Recommendations at their collieries at Ballarpur, Sasti and Ghugus Collieries in Chandrapur district of the Maharashtra State on 1st April, 1968.

(d) It is, however, surprising to note that after reaching an agreement of arbitration on the subject of proper implementation of the Wage Board, the management is taking a stand that these recommendations are not binding on the employer.

It is emphatically stated that the Wage Board Recommendations are binding on the employer.

3. We hereby submit our statement of demand:—

(1) Re: Para 15 to 22.—The contents of the para are denied as the management has failed to give the increased loan of this payment per tonne proving that the increase of Rs. 4/- granted to them is not sufficient to meet the increase in the wages of the workers.

(2) We are not aware of the financial status of the management, and the management has also failed to submit with this return the financial statement for the years 1967-68, 1968-69 and to-date, showing that it is not in a position to pay to its workers the wages as per the Wage Board Recommendations. We, therefore, demand:—

(i) The V.D.A. from 1st October, 1967 to 31st September, 1969 @ Rs. 1.40 per day per attendance of the worker and from 1st October, 1969 to date @ Rs. 1.29 paise.

(ii) We demand yearly increments with arrears—first increment due on 15th August, 1968 and the second increment due on 15th August, 1969.

(iii) For the arrears of the wages from 15th August, 1967, the V.D.A. of the increment, we demand the payment of the same lump-sum in one instalment by 1st of January, 1970.

4. In view of the above, we request your honour herewith to proceed further with the progress of the arbitration proceedings and grant a week's time to submit the annexures and other documents necessary in support of the above demands of the workers.

5. We also request your Honour that in view of the difficulties explained by the management your Honour may be pleased to use your good offices to persuade the management to give us as much as possible in case our entire demands are not acceptable to them.

Sd /- D. P. KAWARKAR,  
4-12-1969  
President.

Maharashtra Colliery Workers' Union  
P. O. Ballarpur.

BEFORE SHRI N. M. KOYAL, RETIRED DISTRICT AND SESSIONS JUDGE AND  
DEPUTY SECRETARY LAW AND JUDICIARY DEPARTMENT, GOVERNMENT  
OF MAHARASHTRA, NAGPUR.

In the matter of

The Ballarpur Collieries Company, Nagpur representing Ballarpur and Sasti Collieries; and

Their Workmen represented by several unions.

The Ballarpur Collieries Company begs to submit its written statement as directed by the Arbitrator as under:—

1. That in or about 1950 the Government of India set up a Planning Commission for the purpose of preparing plans to carry out the directive principles of the State policy contained in the Constitution of India.

2. That in paragraph 25, Chapter XXVII of the Second Five Year Plan and paragraph 30 of Chapter XV of the Third Five Year Plan prepared by the said Planning Commission, recommendations were made for setting up of a Wage Board consisting of representatives of employers, workers and an independent Chairman. The Wage Board to be set up was to find out ways and means to settle wage dispute in industries. No statute has, however, been enacted by the Parliament to enable the Central Government to give effect to the said recommendations.

3. That the Government of India by its resolution No. WB-16(1)/62 dated 10th August, 1962 without any statutory authority set up a Wage Board *viz.* the Central Wage Board consisting of a Chairman and certain members purporting to be representatives of employers and employees. No notice was given to the employer, the Ballarpur Collieries requiring it to nominate its representative to the Central Wage Board or to file written statement.

4. By another resolution No. WB-16(1)/62 dated 17th October, 1962 the Government of India raised the number of members of the Central Wage Board without reference to the employer.

5. Although the Planning Commission recommended the setting up of the Wage Board for the purpose of settling disputes regarding wages, the Central Government set up the said Central Wage Board for a completely different purpose.

6. In or about 1964, a reference was made by the Central Government to the said Central Wage Board in respect of the Coal Mining Industry as follows:—

- (a) To determine the categories of employees (manual, clerical, supervisory etc.) who should be brought within the scope of the proposed wage fixation.
- (b) To work out a Wage structure based on the principles of fair wages as set forth in the report of the Committee on Fair Wages.

*Explanation*

In evolving a wage structure, the Board should, in addition to the consideration relating to fair wages, also take into account:

- (i) The Special feature of the coal mining industry;
- (ii) The needs of the industry in a developing economy;
- (iii) The impact of the wage structure so evolved, on the cost of production of coal and ultimately the effect of this on various industries consuming coal;
- (iv) The need for adjusting wage differentials in such a manner as to provide incentives to workmen for advancing their skill; and
- (v) The desirability of extending the system of payment of results,

*Explanation*

In applying the system of payment of results, the Board shall keep in view the need for fixing minimum fall-back wage and also to safeguard against over work and undue speed.

- (c) To consider demands of labour for an immediate interim wage increase pending submission of final report.
- (d) To consider the demand for introduction of a gratuity scheme on an industry-wise basis.
- (e) To review the present system of paying attendance bonus with a view to suggesting such modification as it might consider to be necessary and desirable.

The said reference was made without any reference to the employer.

7. The said Central Wage Board made two interim recommendations increasing the wages and the Central Government granted two corresponding increases in the prices of coal.

8. In or about February 1967 the said Wage Board made final recommendations regarding fixation of wages in the Coal Mining Industry. The Central Government by its Resolution No. WB-16(5)/66, dated 21st July, 1967 accepted some of the recommendations and directed the same to be implemented with effect from 15th August 1967. Coal was, however, de-controlled prior to this i.e. on 24th July, 1967. Consequently, the Central Government did not give any corresponding increase in the price of coal.

9. It is submitted that the said recommendations of the Wage Board had no authority of law and are not binding on the employer for the following amongst other reasons:

10. Apart from the provisions of the minimum Wages Act of 1955 there is no other provision of law which authorises the Central Government to fix the wage structure in any industry and the Minimum Wages Act authorises only fixation of minimum wages and not the fair wages. The said Minimum Wages Act does not apply to the Coal industry. No other notification has been issued extending the said Act to the coal industry. The Central Government had nor has any power and/or authority to set up the said Wage Board.

11. The situation at the various collieries are different and grades of coal raised by the collieries vary from place to place. The cost of production also vary from one colliery to another. The prices of coal is different in respect of different qualities. The recommendations have, however, been made to secure a uniform wage structure in all the collieries. The recommendations, are, therefore unreasonable.

12. The Wage Board itself has stated that adequate price increase was necessary for the implementation of their recommendations. The same principle also remains accepted by the Coal Price Revision Committee appointed by the Government of India in 1967. Unless and until therefore, adequate price increase is made available to the industry the implementation of the recommendations of the Wage Board are, therefore, unworkable in relation to the coal industry.

13. It is submitted that for all the above reasons amongst others the recommendations of the Wage Board are *ultra vires* and are not binding on the employer.

14. Without prejudice to the above, the employer submits the following written statement:

15. The recommendations of the Wage Board granted considerable increase in the wage structure and in many fringe benefits to the workmen. These recommendations also included a scheme of Variable Dearness Allowance tied up with cost of living index. The coal industry throughout the country expressed their inability to implement these recommendations basically because the industry was already in serious financial difficulties and it could not afford under any circumstances to implement these recommendations with the then existing coal prices.

16. The employer had assessed the cost of implementation of the recommendations at Rs. 10.5144 in excess of the prevailing coal prices of Rs. 28.17 P. for steam coal and Rs. 27.17 P. for slack coal per M. tonne. The details of the cost of implementation are as shown in the schedule attached herewith.

17. The employer, therefore, claimed an enhancement in the coal price by Rs. 10.5144 per tonne. This increase was not accepted by the railways which are the principle consumers and the prices paid by whom determined the general coal price level in the country. After prolonged negotiations the railways agreed to increase the coal price by Rs. 4/- per tonne only with effect from 1st September, 1967 though the Wage Board recommendations were expected to be implemented from 15th August, 1967. The full implementation of the recommendations was not possible within the price increase of Rs. 4/- per tonne.

18. The matter was further pursued with the Government and the Electricity Board. After protracted negotiations the railways agreed to give an increase of Rs. 2/- only in case of steam coal with effect from 15th July, 1966 and no increase was agreed in respect of slack coal. Ordinarily, the prices of slack coal are less by Re. 1/- per tonne than steam coal.

19. The employer is producing steam coal as well as slack coal. The production of slack coal is about 40 per cent of the total production. The denial of any increase in the price of slack coal, therefore, mainly affected the employer. Besides, the total enhancement in the price of steam coal was still insufficient and inadequate for the implementation for the recommendations.

20. The employer required a further increase in the price by at least Rs. 4.51 per tonne for steam coal and Rs. 6.51 per tonne for slack coal. However, the industry carried on negotiations with the Government authorities for a further increase in the price of coal by at least Rs. 3/- per tonne. Towards this demand of the industry the railway agreed to increase the price by 70 paise per tonne with effect from 1st July, 1969 up to now. The Electricity Board has refused to grant any increase in price. Other customers are also refusing to accept any increase. The insistence on the part of the employer to increase the coal prices has resulted in losing substantial orders. Not only that but day by day it is finding it difficult to find customers for lifting coal even at the price proposed by the industry and unsold stocks are increasing. The discontentment has brought unsettled condition in the market with a steep fall in despatches resulting in mounting of stocks to about 50,000 tonnes at its pit-head.

21. In spite of prolonged negotiations and serious efforts on the part of the employer it has not been possible to obtain adequate rise in the price of coal. The employer is, therefore, unable to implement the Wage Board recommendations. The Wage Board had recommended a formula for compensating the increase in the cost of living index beyond Index No. 166 which was prevalent on the relevant date of 1st October, 1966. It further recommended that for every rise of one point over the Index No. 166 the allowance shall be 3 paise per day. On 15th August, 1967, the intended date for the implementation of the Wage Board recommendations the living index No. was 192. Thus, there was a rise of 26 points equating to 0.78 Paise per day. While assessing the impact of Wage Board Recommendations at Rs. 10.5154 per tonne the employer has included this (i.e. 0.78 paise per day) on account of Variable Dearness Allowance.

22. The living index has varied from time to time. But as shown above, the employer or has not been granted corresponding increase in the price of coal to compensate the variable dearness allowance even to the extent of 78 N.P. The employer cannot, therefore, be called upon to pay anything in excess of 78 N.P. on account of V.D.A. to workers.

23. It is submitted that under the above circumstances the Wage Board Recommendations are at any rate unworkable and the employer cannot be called upon to implement them from 15th August, 1967. The employer is also unable to grant increments to their workmen as envisaged in the Wage Board Recommendations.

NAGPUR:

Dated 4th December, 1969.

For Ballarpur Collieries Company

Employers in relation to  
Ballarpur and Sasti Collieries.  
(Sd.) P. P. SINGH,

#### Verification

Verified that the contents of the above paras from 1 to 23 are true to the information obtained from the record of the Ballarpur Collieries Company, Nagpur and Believed to be true by P. P. Singh who has signed this verification at Nagpur on 4th December, 1969.

(Sd.) P. P. SINGH,

Statement showing impact of the Implementation of the Wage Board Recommendations per M. Tonne

Items of Increased Expenditure	Increases in cost of Production per M Tonne of Coal
1. Basic wage . . . . .	Rs. 2,5408 Paise
2. Lead and Lift . . . . .	0.4561
3. Underground Allowance . . . . .	0.197
4. Attendance Bonus . . . . .	0.3475
5. Over-time . . . . .	0.317
6. Tub Pushing . . . . .	0.268
	Rs. 4,1264

7. Perquisites on the above @ 24½%	1.0903
8. Cost of Leave and Rail Fare	
(i) Sick Leave	0.5438
(ii) Rail Fare	0.0759
9. Variable Dearness Allowance @ Index 192	1.59
Perquisites at the rate of 24%	0.3816
	Rs. 7.8080
10. Provision for rise of Living Index 215 Variable Dearness Allowance	1.410
Perquisites @ 24 %	0.3384
	Rs. 9.5564
11. Provision for Profit Sharing Bonus @ 4 % in the increase of total emoluments	0.3822
12. Provision for annual increments every year with effect from 15th August	0.2758
	Rs. 10.2144
13. Royalty	0.30
	Rs. 10.5144

## FORM F

(See Rule 36)

BEFORE SHRI N. M. KOYL, RETIRED DISTRICT AND SESSIONS JUDGE AND  
DEPUTY SECRETARY LAW AND JUDICIARY DEPARTMENT, GOVERNMENT  
OF MAHARASHTRA, NAGPUR.

In the matter of

Ballarpur Collieries Company, Nagpur representing Ballarpur and Sasti Collieries

AND

Their Workmen represented by several unions

I/we hereby authorise Shri V. R. Labade, Vice President, M. P. Rashtriya Koyala Khadan  
Kamgar Sangh (affiliated to INTUC) Ballarpur to represent me/us in the above matter.

Dated this 4th day of December, 1969

Accepted

Sd/-

Vice President,  
M.P. Rashtriya Koyala  
Khadan Kamgar Sangh,  
Ballarpur.

4/12/69

Sd/-

K. Krishna Rao,  
President  
Chanda Colliery Mazdoor  
Sangh, Sasti  
Post Office Ballarpur.

Sd/-

General Secretary,  
Ghugus Khadan Mazdoor  
Sangh, Ghugus,  
Post Office Maneckpur.

Sd/-

Secretary,  
Bombay Pradesh Mine.  
Workers Union, Ballarpur.

OFFICE OF THE MAHARASHTRA COLLIERY WORKERS UNION, BALLARPUR

REFERENCE No. MCWU/WBR/SPECIAL/69

*Dated, the 27th November 1969*

Shri N. M. Koyal, Arbitrator, Nagpur.

Hon'ble Sir,

With reference to the order passed by your Honour dated 27th November, 1969 in the above arbitration proceedings regarding the dispute of (a) non-payment of arrears, (2) non-payment of yearly increments and (c) non-payment of proper V.D.A. as per the recommendations of the Wage Board for coal-miners in India, the applicant begs to submit the clarification asked for, as under:—

1. That the dispute regarding the above subject matter was raised by this union various times through letters addressed to the different authorities of the Ministry for Labour and Employment, Government of India, New Delhi, from July 1967. Further, the matter was taken up for conciliation proceedings by the Assistant Labour Commissioner (C), Nagpur on 12th August, 1969 and as a result of which there was a sitting for discussions on 14th August, 1969 and as the matter was of a general nature affecting all the workers of the Ballarpur Collieries Company, Nagpur, at their mines at Ballarpur, Sasti and Ghugus in Chandrapur District, Maharashtra State, the Assistant Labour Commissioner (C), Nagpur was pleased to make all the functioning unions in the field as parties to the dispute.

2. That on 14th August, 1969 during the course of proceedings and after failure of conciliation, it was agreed by the parties to refer the matter for arbitration of Shri Sankarappa, the Assistant Labour Commissioner (C), Nagpur, but as Shri Sankarappa, the Assistant Labour Commissioner (C), Nagpur expressed his inability to undertake this responsibility of the arbitration work because of domestic reasons, the matter was further taken up for discussions with the management by the unions on 13th September, 1969 and an agreement for arbitration in the same matter was reached between the parties of the dispute on that date.

3. That because of pre-occupations, the undersigned was absent in the meeting of 13th September, 1969 and as such the arbitration agreement could not be signed by him.

4. That on the basis of the above arbitration agreement, the Central Government, Ministry for Labour and Employment, New Delhi was pleased to refer the same to your arbitration *vide* their Order No. 1/13/69-LR.II. of 22nd October 1969 which has been published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated 1st November, 1969.

5. That *vide* above order though the undersigned was not one of the signatories to the arbitration agreement dated 13th September, 1969, the Government was pleased to make him a party of the above referred arbitration proceedings and has also forwarded the copy of the letter to his address for information and further action.

6. That the undersigned further accepts to abide by the decision, findings of this arbitration proceedings before your Honour as required by the above agreement.

7. It is, therefore, prayed that the clarification regarding the publication of the said notification and the signatories to the arbitration agreement may please be taken on record and accepted as required by you.

Nagpur:

*Dated 27th November, 1969.*

(Sd.) D. P. KAWADKAR,  
President.

Maharashtra Colliery Workers Union,  
Ballarpur.

Copy forwarded to the Ballarpur Collieries Company, Nagpur, for favour of information and confirmation.

(Sd.) D. P. KAWADKAR,  
President.

Maharashtra Colliery Workers Union,  
Ballarpur.

We request that the above clarification of the President, Maharashtra Colliery Workers Union, Ballarpur may please be accepted.  
Dated 27th November, 1969.

for Ballarpur Collieries Co.

(Sd.) P. P. SINGH,  
Representative.

[No. 1/13/69-LR. II.]

**S.O. 785.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Nagpur, in the industrial dispute between the employers in relation to the management of Ghugus Colliery, Post Office Manikpur, District Chandrapur, and their workmen, which was received by the Central Government on the 9th February, 1970.

### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT NAGPUR

REFERENCE (CGT.) No. 5 of 1969)

#### PRESENT:

Shri G. V. Deo, B.A., LL.B., Presiding Officer.

#### PARTIES:

- (1) M/s Ballarpur Collieries Company, Temple Road, Nagpur.
- (2) The Mine Manager, Ghugus Colliery, P.O. Manikpur, Distt. Chandrapur—Employer, First Party.

*Vrs.*

Shri Durgam Malleshu, Son of Shri Lachman, Loader, Ghugus Colliery, P.O. Manikpur, Distt Chandrapur—Employees, Second Party.

#### APPEARANCES:

*For Employer, First Party*—Shri P. K. Kumar, Officer in Personnel Department.

*For Workmen, Second Party*—Appears in person.

STATE: Maharashtra.

INDUSTRY: Colliery.

Nagpur, Dated the 28th January, 1970

#### AWARD

This is a reference under clause (d) of sub-section (1) of section 10 read with Section 7-A of the Industrial Disputes Act.

2. The dispute which has been referred to for decision is as follows:—

“Whether the action of the management of Ghugus Colliery of Messrs Ballarpur Colliery Company, Nagpur, in terminating the lien on the appointment of Shri Durgam Malleshu, Loader, with effect from the 3rd April, 1969, is justified? If not, to what relief is the workman entitled?

3. The statement of claim regarding the dispute has been submitted by the employee. According to him, he had proceeded on earned leave from 10th March, 1969 to 28th March, 1969. However, he could not join his duties after the expiry of the aforesaid leave because he could not finish the work for which he had taken the leave. He, therefore, applied to the management for an extension of his leave by 16 days. Thereafter, he reported on duty on 11th April, 1969, i.e., after the expiry of his extended leave, but was not allowed to resume his duty. He was told that he had been discontinued from service in accordance with the Standing Orders. The employee contended that the management was not justified in refusing to extend his leave. He had moreover not received any communication regarding the refusal of his leave and the management, therefore, was not justified in taking recourse to Standing Order No. 18-(5) and treating his services as having been automatically terminated. Hence, according to the employee, he had been illegally terminated from service.

4. The management opposed the claim and contended that an application for extension of leave was received on 27th March, 1969, i.e., after the leave which had initially been granted had expired. There was no further leave to the credit of the employee and hence the additional leave asked for was rejected. The employee, however, did not turn up till 11th April, 1969, when he was not allowed to resume his duties because as per Standing Order No. 18-(5) his services stood automatically terminated.



5. It was not disputed that the employee Durgam had initially proceeded on leave from 10th March, 1969 to 26th March, 1969. Later on he sought an extension of the aforesaid leave by 16 days and hence did not report for duty till 11th April, 1969. The Company has Standing Orders and Part VII deals with leave. As per Standing Order No. 18-(4) if a workman after proceeding on leave desires an extension of leave originally granted he has to make an application for the purpose by registered post. The management on its part has also to send a reply by registered post, if such reply is likely to reach him before the expiry of the leave originally granted. Standing Order 18-(5) then reads as follows:—

“18-(5).—If the workman remains absent beyond the period of leave originally granted to him or subsequently extended, his contract of service shall automatically stand terminated, unless:—

(i) he returns within 8 days of the expiry of the leave, and

(ii) gives an explanation to the satisfaction of The Manager of the Colliery of his inability to return before the expiry of leave.

It has, therefore, to be seen if the employer had acted in compliance with the aforesaid orders.

6. The leave initially granted to the employee expired on 26th March, 1969. It, however, appears that the employee's application for extension of leave had reached the management on 27th March, 1969, i.e., after the leave initially granted had already expired. The postal acknowledgement slip filed by the Management indicates that it had received the application on 27th March, 1969. The management has also filed a true copy of the application for extension of leave which the employee had made. The endorsement of the Manager on the said application indicates that the application was rejected and extension of leave was not granted. This endorsement is dated the 27th March, 1969, which lends support to the fact that the application must have been received by the Management after the leave initially granted had already expired on 26th March, 1969. In the circumstances, as per standing order No. 18-(4), the management was not bound to send a reply to the employee regarding the rejection of his leave. It may also be noted that an absence of a reply from the management is not to be construed or presumed as automatic sanction of the leave applied for. In view of this clear position in the Standing Orders, the employee cannot be heard to say that since the management had failed to inform him about the result of his application for extension of his leave, it should be presumed that it had been granted.

7. We have then Standing Order No. 18-(5) according to which the services of an employee automatically stand terminated if he does not return within 8 days of the expiry of the leave granted to him. In the instant case it was not disputed that the leave granted to the employee expired on 26th March, 1969 and he did not report for duty till 11th April, 1969. The provisions of standing order No. 18-(5) are, therefore attracted and the services of the employee stood automatically terminated. If the employee had returned to duty within 8 days of the expiry of the leave then it was open to the management to retain him in service, if he could offer a satisfactory explanation regarding his absence. In the instant case the employee did not return within 8 days of the expiry of his leave and the provisions of Standing Order No. 18-(5) were attracted and the management was fully justified in terminating the services from 3rd April, 1969.

8. In the result I make the following award:—

The action of the management of Ghugus Colliery of Messrs Ballarpur Colliery Company, Nagpur, in terminating the lien on the appointment of Shri Durgam Malleshu, Loder with effect from the 3rd April, 1969 was justified and the workman is not entitled to any relief.

(Sd.) G. V. Deo,

Presiding Officer.

[No. 3/4/69-LRIL.]

Nagpur, dated 30th January, 1970.\*

**S.O. 786.**—Whereas an industrial dispute exists between the employers in relation to the management of Messrs Johilla Coal Fields (Private) Limited, Birsingpur Colliery, Post Office Birsinghpur-Pali, District Shahdol and their workmen represented by Birsinghpur Colliery Mazdoor Sabha, Post Office Birsinghpur-Pali District Shahdol;

And whereas the said employers and their workmen have by a written agreement, in pursuance of the provisions of Sub-Section (1) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to

arbitration by the person specified therein and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of Sub-Section (3) of Section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 7th February, 1970.

FORM C

(See Rule 7)

Agreement

(Under Section 10-A of the Industrial Disputes Act, 1947)

BETWEEN

Name of the parties:

*Representing employers*—Shri K. C. Jain, Genl. Secretary, Johilla Coalfields (P) Ltd., P.O. Birsinghpur-Pali, Distt. Shahdol (M.P.).

*Representing workmen*—Shri Brij Kishor Prasad, Genl. Secretary, Birsinghpur Colliery Maz. Sabha, P.O. Birsinghpur-Pali, Distt. Shahdol (M.P.).

It is hereby agreed between the parties to refer the following industrial dispute to the Arbitration of Dr. B. D. Sharma, ALC(C), Shahdol.

(i) Specific matters in dispute:

Whether the dismissal of Shri Suresh Chand, Shot-firer, Token No. 431 by the Management of M/s. Birsinghpur Colliery is justified and if not to what relief, if any, is he entitled?

(ii) Details of the parties to the dispute including the name and address of the establishment of undertaking involved:—

(a) The Manager of M/s. Johilla Coalfields (P) Ltd., Birsinghpur Colliery, P.O. Birsinghpur-Pali, Distt. Shahdol.

(b) Shri Brij Kishor Prasad, General Secretary, Birsinghpur Colliery Mazdoor Sabha, P.O. Birsinghpur-Pali, Distt. Shahdol.

(iii) Name of the Union, if any representing the workmen in question:—  
“Birsinghpur Colliery Mazdoor Sabha.”

(iv) Total Number of workmen employed in the undertaking affected:—  
About 1200.

(v) Estimated number of workmen affected or likely to be affected by the dispute:—

Two workmen.

We further agree that the decision of the Arbitrator, Dr. B. D. Sharma, shall be binding on us.

The Arbitrator shall make his award within a period of 3 months, or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

*Representing employers:*

(Sd.) K. C. Jain,

Manager, Johilla Coalfields (P) Limited  
P.O. Birsinghpur-Pali,

Distt. Shahdol (M. P.)

*Representing workmen:*

(Sd.) BRIJ KISHOR PRASAD,

General Secretary, Birsinghpur Colliery Mazdoor Sabha,  
P.O. Birsinghpur-Pali, Distt. Shahdol (M.P.):

Witnesses:—

(1) (Sd.) RAJA RAM.

(2) (Sd.) K. A. R. NAIR.

Dated: 31-1-1970.

*New Delhi, the 19th February 1970*

**S.O. 787.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Damua and Kalichhappar Collieries, Post Office Damua, District Chhindwara (Madhya Pradesh) and their workmen, which was received by the Central Government on the 11th February, 1970.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR**

*Dated January 30, 1970*

**PRESENT:**

Shri G. C. Agarwala, Presiding Officer.

CASE REF. NO. CGIT LC(R)(25) OF 1969

**PARTIES:**

Employers in relation to the management of Damua and Kalichhappar Collieries, Post Office Damua, District Chhindwara (M.P.).

*Versus*

Their workmen represented through the Satpura Koyala Khadan Mazdoor Congress, P.O. Junnordeo, Distt. Chhindwara (M.P.).

**APPEARANCES:**

*For employers*—Shri G. N. Gupta, Authorised Representative.

*For workmen*—Sri Ramnarayan Singh, General Secretary of the Union.

**INDUSTRY:** Coal Mine.

**DISTRICT:** Chhindwara (M.P.).

**AWARD**

By Government Notification No. 5/2/69-LR II, dated 15th May, 1969, the Ministry of Labour, Employment and Rehabilitation, Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication:

*Matter of Dispute*

“Whether, having regard to the recommendations of the Central Wage Board for Coal Mining Industry, the managements of the Damua and Kalichhappar Collieries, Post Office, Damua, District Chhindwara, Madhya Pradesh, owned respectively by Kanhan Valley Coal Company Limited, were justified in categories the following workmen who were performing the jobs of both dressers and drillers in Category III, namely:—

*Damua Colliery*

Kanhan Valley Coal Company. (List of the Drillers/Dressers).

1. Malikram	Mine No. 9
2. Dhupai	..
3. Mandhan	..
4. Wali Mohammad	..
5. Kadir	..
6. Abdul	..
7. Deosingh	..
8. Agarsa	..
9. Bodhi	..
10. Agroodas	..
11. Mangal	..

C.P. Syndicate (Private) Limited, Kalichhappar Colliery

1. Budhoo	Mine No. 6.
2. Karoo	..
3. Sonsa	..
4. Lachhiram	..
5. Shekh Rehman	..
6. Sheolal	..

7. Rama	..
8. Shekh Rahim	..
9. Gari	..
10. Bansilal	..
11. Ramdas	..
12. Bhikoo	..

If not, to what relief are these workmen entitled?

If not, to what relief are these workmen entitled?

the former belonging to Kanhan Valley Coal Company and the latter to C.P. Syndicate (Private) Ltd. They seem to have something in common as E.W. 2, Sri Jamshed P. Cassad is admittedly Agent for both the collieries. In these collieries there is no separate category of Drillers. The Dressers first do the drilling and after blasting is done they are required to do dressing. In each shift there are usually two drilling machines and the complement in each machine is of three persons. Persons named in the schedule to the order of reference are some of the Drillers-cum-dressers. As a matter of fact, there are 18 such persons in each colliery, six per shift for two machines to be operated. The management have been paying wages of Category III to these workers which is for the Category of Dressers. It is claimed on their behalf by the Union, Satpura Koyala Mazdoor Congress, that since they have been doing drilling work also they should be paid in higher category. The Wage Board has placed Drillers in Category IV. The Union, however, has demanded Category V even beyond Category IV. It is stated on behalf of the Union that major part of the time spent by these workers is occupied in drilling and they spend some 5 to 6 hours a day in doing drilling and remaining 2 to 3 hours in dressing. On the other hand, the management contended that drilling is an incidental job and occupies insignificant time. The principal job of the workers had been dressing. Points in controversy between the parties shall appear from the following additional issues framed in the case.

#### *Addl. Issues*

1. Whether Agrudas Sl. No. 10 is in employment at Damua Colliery?
2. Whether Shekh Rehman is employed at Kalichhappar Colliery of M/s C. P. Syndicate (P) Ltd.?
3. Are the employers obliged to implement the Wage Board Recommendations? Did they accept to implement it in conciliation settlement?
4. Whether the employers are paying extra allowance for doing drilling jobs. If so, is the same adequate?
5. Whether reference is bad in law?
6. Are workmen concerned entitled to Category-V or to any other benefit? If so what?

#### *Findings:*

**Issue No. 1.**—It was admitted by Dhupai (W.W. 1) employed Damua Colliery that there is no Agrudas employed in this colliery as Dresser-cum-Driller. He has, however, stated that there is one Agar Das. Father's name of the workers are not stated in the Schedule to the order of reference and therefore it is not possible to fix the identity and to connect Agroodas (Sl. No. 10) with Agar Das as stated. He further admitted that there is no Agarsa mentioned in Sl. No. 8. Since the employers took no objection regarding this Agarsa, it may be that Agar Das and Agarsa are one and the same. The employers contention that there is no Agar Das employed as Dresser-cum-Driller must therefore be accepted.

**Issue No. 2.**—Similarly with regard to Kalichhappar Colliery, the employers contention is that there was no Shekh Rehman employed as Driller-cum-Dresser mentioned at Sl. No. 5. The fact was admitted by Shekh Jamal (W.W. 2) a Dresser-cum-Driller in the Kalichhappar Colliery. He, however, stated that there is one Shekh Rahim. In the absence of father's name it is not possible to fix the identity of Shekh Rehman with Shekh Rahim. As a matter of fact, Shekh Rahim is already mentioned at Sl. No. 8 and this Shekh Rehman has again been mentioned by way of duplication at Sl. No. 5. The fact was admitted by the Union representative at the commencement of evidence and during arguments both with regard to Shekh Rehman as also Agrudas in the preceding issue. There are thus duplication of names. Employers contention must therefore be accepted.

**Issue No. 3.**—It has been vehemently urged in the written statement and rejoinder filed by the employers that they are not bound to implement the Wage Board recommendations which have no statutory force. This point is not open for discussion as the management had conceded to implement the Wage Board

recommendations. It appears that after the Wage Board recommendation was out, the recognised INTUC Union, Rashtriya Koyala Khadan Mazdoor Sangh, served a notice, dated 8th November, 1967, on all the managements of Pench Valley and Kanhan Valley Collieries for a strike from 11th November, 1967. There was conciliation proceeding held between the managements of these collieries and the Union on 15th November, 1967 and a settlement was reached. Copy of this settlement has been filed by the management as Ext. E.2. Para 1 of the settlement is in following terms:—

"That all the weekly paid workmen shall be paid their wages as per recommendations of Central Wage Board for Coal Mining Industries with effect from 12th November, 1967, i.e., the first payment shall be made on 25th November, 1967."

This was a conciliation settlement and under Section 18(3) shall bind not only the management but the entire body of the workmen including this Union which has raised the dispute. The expression "workmen shall be paid their wages as per recommendations" clearly denotes that the employers had admitted to implement Wage Board recommendations with regard to wages. Before determining the wages it will necessarily have to be enquired what is the category of the worker. As a matter of fact, before placing him in a proper category it is not possible to fix wages. Consequently, the term "wages" includes the proper categorisation. This settlement being binding between the management and the workmen clearly debars the employers from stating that they are not bound to implement the Wage Board recommendations. The conciliation failure report would also show that the stand of the management was that they were having negotiations with the recognised union on the subject. It further appears that some workers made representations for giving Category III by means of Ex. W/4 and W/5 in March, 1968 and nothing came out. The workers even refused to work as drillers on 16th June, 1969. They were ordered to do so by order of the Asstt. Manager, dated 18th June, 1969. Next day on 17th June, 1969, when they refused to work they were not given work as would appear from orders Ex. W/18 and Ex. W/19. There are warning notices, dated 17th June, 1969, Ex. E/8 to E/14 in which it is stated that the question of their payment at proper rate was under consideration. They were however warned to work meanwhile. All these facts clearly show that the management at no time had denied to implement the Wage Board recommendations at least with regard to the payment of wages and had even assured the workers that the matter was under consideration. The terms of reference also restrict the scope of enquiry and start with the presumption that the management had no objection to implement the Wage Board recommendations. The only objection was with regard to their action in placing the workers in Category III. Issue No. 3 is therefore answered in affirmative.

Issue No. 4.—The employers seem to have been paying a sort of production incentive @ 0.08 p. per tub after the raising of 30 tubs as stated by Shekh Jamal (W.W. 2). This does not appear to be confined to dressers-cum-drillers only but to all categories of workers as pleaded by the Union in Para 2 of their rejoinder. Further this incentive is paid in Kali Chhapar Colliery only and not in Damua Colliery. This extra payment which is negligible and which according to employers themselves by Ex. E/1 works out to 0.30 paise, by no stretch of imagination can be called an extra allowance for drilling work and cannot be taken into account.

Issue No. 5.—It is not made clear how the reference is bad in law and issue is answered in negative.

Issue No. 6.—The claim of the workmen that they should be given even a higher category over and above Category IV which had been stated for Drillers is on the face of it a preposterous claim and does not need any serious attention.

The only question is whether for doing the extra work of Dressers they should get Category IV. The Wage Board classified Dressers into Category III under Semi-skilled higher. Driller has been classified as Skilled (Junior) and placed in Category IV vide Appendix V, page 46, Vol. II of Central Wage Board Report. There is no provision as to what would happen if there is a combined category like the present one in question. In Vol. I, Chapter VIII dealing with time rated categories it was observed in paragraph 17 page 58 as follows:—

"We are aware that there may be certain categories which are or may not have been covered by our recommendations. In such cases we would urge that they shall be appropriately fitted into the six categories recommended by us by mutual negotiations between the parties."

The matter was therefore left open for mutual negotiations. It may however be noted that this observation relates to those categories which were not expressly covered by recommendation and did not deal with cases like the present one.

The Wage Board therefore has not at all considered this question of the combined category of Drillers-cum-Dressers. It is a well established position of law that the work rendered and not the designation would determine the wages and the status. The mere fact that the employers have been appointing and designating workers as Dressers will not mean that they are not Drillers also. They are both Drillers and Dressers. That such is the case is borne out by one of the authorisations (Ex. W/1) by which one Kadir Mohd. Hussain was appointed as temporary Driller-cum-Dresser. The workmen therefore are both Drillers and Dressers. There now remains to be determined as what should be their category and wages.

On this question both sides have overstated their case. According to workmen as evident by statement of Dhupai (W.W. 1) and Shekh Jamal (W.W. 2) they have to drill some 70 to 90 holes in a shift and major part, nearly 6 hours out of 8, are spent in drilling. On the other hand, the witnesses for the management and responsible persons like Mines Manager and the Agent have made deliberate attempt to minimise the time spent ordinarily in drilling by a worker. Sri R. K. Chatterji (E.W. 1) Manager of Damua Colliery stated that out of 8 hours in a shift the workers spent only about an hour in drilling. Out of the remaining 7 hours 4 hours are consumed in dressing and 3 hours are spent in rest by workers. The Agent on the other hand stated that 1-1/2 hours are spent in drilling and the remaining 6-1/2 hours in dressing. No rest is taken by workers. All this was deliberately an endeavour to show that this drilling was a minor part of the work. Drilling as a matter of fact is a necessary mining operation and precedes blasting and dressing. It is not incidental to dressing. Actually, it is a more important job and Driller was therefore placed in higher category by the Wage Board. When the employers had agreed to implement the Wage Board and to pay wages in accordance therewith they cannot say now that they would have Drillers-cum-Dressers only in Category III. They have no separate categories of Drillers and Dressers. When both types of work of drilling and dressing are being rendered by one set of workers, they are evidently entitled to a wage higher than dressers but lower than drillers. I would therefore award wages to Drillers-cum-Dressers half of the difference of wages between Category III and Category IV. This should meet the ends of justice.

**Decision.**—The result is that for the first part of the issue under reference it is held that the employers are not justified in paying wages under Category III to Dressers-cum-Drillers mentioned in the Schedule to the order of reference. As to relief, the workmen are entitled to half of the difference of wages between Category III and Category IV as laid down in the Wage Board recommendation. This they would be entitled from the date mentioned in the settlement with the recognised Union, Rashtriya Koyal Khadan Mazdoor Sangh (INTUC), i.e., from 12th November, 1967. Out of the workmen named in the schedule to the order of reference Agroodas (Sl. No. 10) of Damua Colliery and Shekh Rehman (Sl. No. 5) of Kalichhappar Colliery will be deleted as non-existent. The Union shall be entitled to Rs. 100 as costs from the employers.

(Sd.) G. C. AGARWALA,  
Presiding Officer.  
30-1-1970.

[No. 5/2/69-LR.II.]

*New Delhi, the 20th February 1970*

**S.O. 788.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Nagpur, in the industrial dispute between the employers in relation to the management of Ballarpur Colliery, Post Office Ballarpur, District Chandrapur and their workmen, which was received by the Central Government on the 9th February, 1970.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT NAGPUR  
REFERENCE (CGIT) No. 9 of 1969.

**PRESENT:**

Shri G. V. Deo, B.A., LL.B., Presiding Officer.

**PARTIES.**

Management of Ballarpur Collieries, Post Office Ballarpur, District Chandrapur.

**Vs.**

Their Workmen—

Employer—First Party.

Employees—Second Party.

**APPEARANCES:**

*For employer*—First Party: Shri M. K. Kumar, Officer in Personnel Department.

*For workmen*—Second Party: Dr. Kawadkar in person.

**STATE:** Maharashtra.

**INDUSTRY:** Colliery.

*Nagpur, dated the 30th January, 1970*

**AWARD**

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication of a dispute between the Management of Ballarpur Collieries Company, Ballarpur and their workmen. The dispute referred to is as follows:

“Whether the action of the management of Ballarpur Colliery, Ballarpur of Messrs Ballarpur Collieries Company, Nagpur in closing down the Telugu School which was functioning for the last forty years is justified? If not, to what relief the Telugu speaking workmen of their colliery are entitled?”

2. In these proceedings the workmen are being represented by Dr. D. P. Kawadkar, President, The Maharashtra Colliery Workers' Union, Ballarpur, District Chanda. It was contended on behalf of the workmen that the Telugu School at Ballarpur Colliery had been functioning for the last 40 years or more for the benefit of the children of the Telugu speaking workers of the colliery. Shri V. R. Bankar who was appointed on 3rd July, 1952 was the only teacher in-charge of the school and there were about 50 to 60 boys taking education in this School. The Management, however, without indicating any reasons terminated the services of Shri Bankar from 27th March, 1969 and closed the school. The workmen then appealed to the Assistant Labour Commissioner (Central), but the conciliation proceedings were not fruitful. It was alleged that the management by closing the school had contravened the provisions of the Industrial Disputes Act, 1947 and had also flouted the recommendations of the various Wage Boards and Tribunals. It was also alleged that the action of the Management amounted to the withdrawal of a customary concession or a privilege given to Telugu workers and the action was illegal because it contravened the provisions of Section 9A of the Industrial Disputes Act, 1947.

3. On behalf of the management it was contended that the closing of a school did not raise an industrial dispute within the meaning of the Industrial Disputes Act and consequently this Tribunal had no jurisdiction to entertain the dispute. The dispute moreover related only to Telugu speaking workmen and not to workmen in general. A dispute raised by a fraction of workmen about a non-industrial matter could not be called an industrial dispute.

4. As a result of the aforesaid contentions raised by the parties the following preliminary issues were framed and findings recorded.

Issues	Findings
(1) Whether the dispute raised was an industrial dispute?	.. No.
(2) Whether this Tribunal has jurisdiction to entertain the reference?	.. No.

**Reasons for findings.**

5. *Issues Nos. 1 and 2.*—The workmen in this case are aggrieved because the management has closed down the Telugu school which they had been running for some years. Hence the main point to be decided is if the closure of the school could be said to raise an industrial dispute. As per Section 2(k) “industrial dispute” means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with conditions of labour, of any person. The aforesaid definition makes it clear that the dispute must be connected with the employment or terms of employment of the workmen. In the instant case the running of the Telugu school by the management could not by any stretch of imagination be said to be a term of employment of any of the Telugu workers. There is no law or a liability under

which the management of a colliery could be called upon to run a school. The dispute not being connected with the terms of employment of the workmen is, therefore, clearly not an industrial dispute.

6. In *University of Delhi and Another Vs. Ram Nath and Others* (1963 II L.L.J. 335) Their Lordships of the Supreme Court have held that an educational institution was not an 'industry'. The Telugu school in question, therefore, cannot be termed as an industrial institution and its closure therefore, cannot raise an industrial dispute. A similar point had arisen before their Lordships of the Madhya Pradesh High Court in *Sharma (M.P.) Vs. Industrial Court, Madhya Pradesh, Indore and Others* (1968 I L.L.J. p. 99). The services of a physical training instructor in higher elementary school run by Bhilai Steel Project, Bhilai were terminated and the question was if the employee could maintain his application under the provisions of the Industrial Disputes Act. Their Lordships held that the Bhilai Steel Project was an industrial activity undertaken by the Hindusthan Steel, Limited Bhilai for production and distribution of steel. But from this it did not follow that every activity undertaken by the Hindusthan Steel Limited Bhilai was an industrial activity. The aforesaid principle is fully applicable to the instant case. The Ballarpur Collieries Company is concerned with the mining of coal and the running of the Telugu school was only an incidental activity. The school, therefore, was not an industry and in consequence its closure could not raise an industrial dispute.

7. Shri Kawadkar appearing on behalf of the workmen did not dispute the contention of the management that running of the school did not constitute an industrial activity on the part of the management. He, however, contended that the closure of the school amounted to the withdrawal of a privilege or a concession granted to the workers. The matter was, therefore, covered by item No. 8 of the Fourth Schedule of the Industrial Disputes Act and the Management could not have closed the school without complying with the provisions of Section 9A of the Act. I am not impressed with this argument. As the heading of the Fourth Schedule itself indicates it lays down the conditions of service for change of which notice is to be given under Section 9A of the Act. In other words it means that the so-called customary concession or privilege granted by the management must form part of conditions of service. If the concession or the privilege does not form part of the service condition it will not be covered by the Fourth Schedule and it will not be necessary for the management to comply with the provisions of Section 9A of the Act before withdrawing the privilege or concession. In the instant case running of a Telugu school for the benefit of the children of the workmen cannot by any stretch of imagination be said to be a condition of service of the workmen as such. It has also to be remembered that the running of the school did not constitute an industrial activity on the part of the management. It, therefore, follows that any grievance of the workmen regarding the running of the school by the management cannot constitute an industrial dispute. It is obvious that there cannot be an industrial dispute in respect of an activity which itself is not an industry within the meaning of the Act. As already stated above the matter will not be covered by item No. 8 of the Fourth Schedule because the running of the school does not form part of the conditions of service of the workmen. The closure of the school, therefore, does not raise an industrial dispute and this Tribunal, therefore, has no jurisdiction to entertain the reference. The issues are answered accordingly.

8. As no industrial dispute exists it follows that this reference is not competent and this Tribunal has no jurisdiction to entertain it.

(Sd.) G. V. DEO,  
Presiding Officer.

NAGPUR;

Dated 30th January, 1970.

[No. 3/6/69-LR-II.]

New Delhi, the 23rd February 1970

**S.O. 789.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the management of Messrs Best Minerals Private Limited, Nagpur and their workmen, which was received by the Central Government on the 16th February, 1970.



BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2,  
BOMBAY

REFERENCE No. CGIT-2/4 OF 1969

Employers in relation to M/s Best Minerals Pvt. Ltd., Nagpur

AND

Their Workmen

PRESENT:

Shri N. K. Vani, Presiding Officer.

APPEARANCES:

*For the Employers*—Shri S. J. Chawda, Advocate.*For the workman*—Shri N. H. Kumbhare, President, Sidhartha Manganese Khadan Kamgar Sangh.

INDUSTRY: Mines

STATE: Maharashtra.

Dated the 8th February 1970

## AWARD

By Order No. 35/20/68-LRI dated 16th April, 1969, the Central Government in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947), referred to this Tribunal for adjudication an industrial dispute existing between the employers in relation to the management of M/s Best Minerals Private Limited, Nagpur and their workmen in respect of the matters specified in the schedule mentioned below:—

## SCHEDULE

"I. Whether the action of the management of Messrs. Best Minerals Private Limited, Nagpur, in not granting increments to the following employed in their Chargaon Group of Mines for the year 1967 and 1968 was justified, having regard to the fact that increments have been granted to Sarvashri R. M. Gokhe, Cashier, Rajaram, Peon, S. R. Bhalariao, Mine Foreman and Gangadhar Arbhi, Clerk during the said period:—

S. No.	Name.	Designation.	Rates of wages.
1.	Shri Hemraj	Mate.	Rs. 62.00
2.	Shri H. R. Thakkar.	Foreman.	Rs. 103.50
3.	Shri R. G. Hakde	Clerk.	Rs. 84.00
4.	Shri Lakshman Dongre	Mate.	Rs. 62.00
5.	Shri Baliram Tongse.	Manager.	Rs. 85.00
6.	Shri Bhopte.	Time-keeper.	Rs. 75.00
7.	Shri Gedam.	Siding Mate.	Rs. 75.00
8.	Shri Keshav Maniram.	Workman.	Rs. 43.00
9.	Shri Nathu Singh, Joda Singh.	Workman.	Rs. 54.00
10.	Shri Tilak Bahadur.	Siding W.H.	Rs. 90.00

II. If not, to what relief are the workmen entitled?"

2. The facts giving rise to this reference are as follows.

3. The General Secretary, Sidhartha Manganese Khadan Kamgar Sangh, made a complaint dated 23rd May, 1968 to the Assistant Labour Commissioner (C), Nagpur stating that 10 members of the staff of Chargaon Group of Mines were going on without increments for the last 2 years, though the management of Chargaon group of mines granted increments to the staff of Manegaon and to 4 persons of the staff of the Chargaon group of mines. The Conciliation Officer i.e. the Assistant Labour Commissioner (C), Nagpur after hearing both the parties submitted his failure report to the Government. Thereupon the present reference was made by the Central Government to this Tribunal for adjudication.

4. Shri S. R. Vishwarkarma, personnel Officer of M/s. Best Minerals Ltd., Nagpur has filed written statement at Ex. 1/E on 30th June, 1969 and rejoinder on 19th August, 1969. Shri S. N. Bhoot, Secretary of M/s. Best Minerals Ltd., has given amendment application at Ex. 3/E on 9th January, 1970. According to the management of M/s. Best Minerals Ltd. (hereinafter referred to as the 'Company') :—

- (i) The company has been running in loss since 1966 due to great slump in the Manganese Trade and other reasons.
- (ii) It has no capacity to give increments to each and every employee.
- (iii) The employees of Chargaon group of mines are paid fixed pay inclusive of D.A. and other benefits under various labour laws. They are not on any time scale. They are not entitled to regular increments.
- (iv) The company grants increment from time to time to its staff in its discretion on merit for good and efficient work.
- (v) Shri Gokhe, one of the employees of the Chargaon Group of mines was granted yearly increment of Rs. 10/- because it was the condition of his service Shri S. R. Bhalerao was granted increment in 1968 for his encouraging and efficient work in increasing the production of the Mansar Mine of which he was the Manager. The production of Manganese ore has been increased to 932 Tonnes in 1967 as compared to 493 Tonnes in 1966. Shri Gangadhar Arbhi and Rajaram peon have not been granted any increments but they have been given additional allowance for doing the additional work allotted to them. Shri Gangadhar Arbhi was given the additional work of supervising the work of Magazine alongwith Shri R. G. Makade for additional work of General correspondence allotted to him after Shri S. S. Dhuria left the services. Shri Rajaram, peon, was granted additional allowance for doing the additional work of carrying 'Dak' from Chargaon Mine to Head Office at Nagpur.
- (vi) The workers involved in this reference are not members of Sidhartha Manganese Khadan Kamgar Sangh. This Union therefore, has no 'locus standi' to raise the dispute on behalf of them.
- (vii) Minimum wages in respect of various categories of workers were fixed by the Central Government for manganese industry payable from 19th May, 1969. Prior to that there was no general fixation of salaries or wage scale for the office staff of the mines. They are governed by the contracts of service between the respective employers and employees. As there was no contract in their services to give any increment, the employees in question are not entitled to claim increments.

5. Shri S. N. Bhoot, Secretary of the Company, by his application, Ex. 3/M, contends that the company in question has closed down the Chargaon group of mines and the services of employees involved in this reference have been terminated settling their accounts and obtaining necessary receipts from them. According to him, due to continuous losses and because of uneconomic working of the mines, the company closed down the Chargaon Group of mine. The services of all the workers including these workers were terminated and their accounts were settled. The workers have accepted the amounts in full and final settlement of all their claims against the company and they have no claims whatsoever against the company. Accordingly they have passed receipts to the company. In view of these facts the reference has become infructuous and the same is liable to be dismissed accordingly.

6. The Union has filed written statement at Ex. 2/W on 8th August, 1969 on behalf of the employees. According to the Union, the employees were given increments upto the year 1965. They do not get Dearness Allowance separately, notwithstanding the fact that there is increase in the cost of living. Annual increment is not a matter of discretion of the management. It can only stop increment for inefficiency or on account of any other reason by way of punishment. It is not correct to say that the company is running in loss and its financial condition is not sound. The employees be given increments.

7. On 9th January, 1970, Shri S. J. Chanda, Advocate appearing on behalf of the company has given 'pursis' at Ex. 4/E stating that it does not want to press the question of jurisdiction of the Hon'ble Court and the objection as to membership of the workers of the Union.

8. In view of this 'pursis', the question that the Union has no right to raise this dispute on behalf of the workers involved in this reference and that the reference is incompetent do not survive.

9. The Union has given 'pursis' at Ex.5/W stating that the employees do not wish to give any oral evidence in these proceedings.

10. The 10 employees involved in this reference and the President or the Secretary of the Union have not come in the witness box to give any evidence on any point or to deny the solemn testimony of Shri S. N. Bhoot, Secretary of the Company, Ex. 6/S, and to explain the 10 receipts produced alongwith Ex. 7/E and to challenge the balance-sheets for the years 1966, 1967 and 1968.

11. Points for consideration are as follows:—

(i) Whether the 10 employees involved in this reference are entitled to claim increments for the year 1967 and 1968.

(ii) What order?

12. My findings are as follows:—

(i) No.

(ii) As per order.

#### Reasons

13. Point No. (i).—In the present case, during the pendency of this reference the 10 employees involved in this reference alongwith other employees were retrenched as the company closed down the mine. The company had paid retrenchment compensation and other dues due to each employee after obtaining necessary receipt. Each one of the 10 receipts produced alongwith Ex. 7/E mentions as follows:—

"I, the undersigned Shri.....received with thanks from the Best Minerals Limited and amount of Rs..... as noted hereunder as full and final settlement of my all dues and I have no claim whatsoever against the company including the retrenchment compensation".

14. It is not mentioned in any of the receipts that the amount accepted by the employee concerned was without prejudice to his right of getting increment for the years 1967 and 1968. Inasmuch as each employees has accepted a particular amount in respect of certain item as mentioned in the receipt in full and final settlement of all his claims, he cannot now claim the amount of increments from the company for the years 1967 and 1968.

15. Shri S. N. Bhoot, has given evidence at Ex. 6/E. His evidence shows that the 10 employees involved in this reference were not on time scale and that Shri Gokhe was given increment, because of his service conditions. Shri Bhalerao was given increment because of his efficiency in work. He also explained that the other two persons were given special allowance and not increments because of the additional duties allotted to them.

16. As against this evidence, the employees have not come in the witness box to state on oath to the contrary. There is, therefore, no reason to reject the solemn testimony of the Secretary of the Company i.e. Shri S. N. Bhoot. Shri Bhoot's evidence shows that the workers were not on time scale and that the company closed down the Chargaon group of mines because it was running in losses. Balance sheets for the years 1966, 1967 and 1968 have been produced. There can be no doubt that the company was running in losses and that it has closed down the mines, retrenching its employees, giving them retrenchment compensation and other dues. Taking these facts into consideration, I am of the view that the 10 employees involved in this reference are not entitled to increments for the years 1967 and 1968. Hence my finding on point No. (i) is in the negative.

17. Point No. (ii).—In view of the finding on Point No. (i) in the negative, the employees involved in this reference are not entitled to any relief.

18. In the end, I pass the following order:—

#### ORDER

(i) It is hereby declared that the employees involved in this reference are not entitled to increments for the years 1967 and 1968 and that they are not entitled to any relief as each one of them has been retrenched

during the pendency of this reference by giving necessary compensation and all dues.

(ii) Award is made accordingly.

(iii) No order as to costs.

(Sd.) N. K. VANI,

Presiding Officer,

Central Govt. Industrial Tribunal No. 2, Bombay.

Dated 9th February 1970.

[No. 35(20)/68-LRIV.]

## ORDERS

New Delhi, the 10th February 1970

**S.O. 790.**—Whereas an industrial dispute exists between the employers in relation to the National Coal Development Corporation Limited, Dharbhanga House, Ranchi and their workmen represented by the Colliery Mazdoor Sangh, Luby Circular Road, Dhanbad and Madhya Pradesh Colliery Workers Federation, Post Office Chirimiri, District Surguja (Madhya Pradesh);

And whereas the said employers and their workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to arbitration by the person specified therein and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement which was received by it on the 27th January, 1970.

### Agreement

(Under Section 10A of the Industrial Disputes Act, 1947)

Name of parties:—

**Representing employers**—Shri I. B. Sanyal, Chief Personnel Officer, National Coal Development Corpn. Ltd., Darbhanga House, Ranchi.

**Representing workmen**—1. Sri Bindeshwari Dubey, M.L.A. General Secretary, Colliery Mazdoor Sangh, Luby Circular Road Dhanbad, Bihar.

2. Sri B. N. P. Sinha, Organising Secretary, Madhya Pradesh Colliery Workers' Federation, P.O. Chirimiri, Dist. Surguja (M.P.).

3. Sri Vidyarthi Pandey, Surguja (M.P.), P.O. Chirimiri, Surguja (M.P.).

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Sri O. Venkatachalam, Chief Labour Commissioner (Central), Department of Labour and Employment, Ministry of Labour, Employment and Rehabilitation, New Delhi:—

(i) *Specific matters in dispute.*—Whether monthly rated employees of NCDC appointed prior to 15th August, 1967 are entitled to payment of train fare as per accepted recommendation of the Coal Wage Board or according to the service conditions applicable to them. If so, how will the existing Leave Travel Concession enjoyed by such employees be treated.

(ii) *Details of the parties to the dispute including the name and address of the establishment or undertaking involved.*—(1) Employers: National Coal Development Corporation Limited, Darbhanga House, Ranchi (in respect of their establishments in the States of Bihar and M.P.).

(ii) Workmen as represented by:

1. Colliery Mazdoor Sangh, Luby Circular Road, Dhanbad, Bihar.

2. Madhya Pradesh Colly Workers' Federation, P.O. Chirimiri, Dist. Surguja (M.P.).

- (iii) Name of the Union, if any representing the workmen in question—Details given against column (ii) above.
- (iv) Total number of workmen employed in the undertaking affected—67,000.
- (v) Estimated number of workmen affected or likely to be affected by the dispute—7,000.

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of 6 months from the date on which this agreement is published in the Gazette of India or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period mentioned above, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the Parties.

(Sd.) I. B. SANYAL,  
Chief Personnel Officer,  
National Coal Development Corpn. Ltd.,  
Darbhanga House: Ranchi.  
(Sd.) BINDESHWARI DUBEY,  
General Secretary Colliery Mazdoor Sangh,  
Luby Circular Road,  
Dhanbad, Bihar.

(Sd.) B. N. P. SINHA,  
Organising Secretary,  
Madhya Pradesh Colliery Workers  
Federation, P.O. Chirimiri,  
Dist. Surguja (M.P.).

(Sd.) VIDYARTHI PANDEY,  
Vice-President,  
Madhya Pradesh Colliery Workers,  
Federation, P.O. Chirimiri,  
Dist. Surguja (M.P.).

Dated at Ranchi this 14th day of January 1970.

Witnesses:

(Sd.) Illegible.

[No. 8/17/70-LR.II.]

*New Delhi, the 16th February 1970*

**S.O. 791.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Singareni Collieries Company Limited, Post Office Kothagudem Collieries (Andhra Pradesh) and their workmen in respect of the matters specified in the schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Mohammad Najumuddin as Presiding Officer with headquarters at Afzal Lodge, Tilak Road, Ramkote, Hyderabad-1. and refers the said dispute for adjudication to the said Industrial Tribunal.

#### SCHEDULE

"Whether the action of the management of Messrs Singareni Collieries Company Limited, Belampalli Division, Post Office Belampalli (Andhra Pradesh) in terminating the services of Shri Avunoori Posham, Plate Layer, Shantikhan of Belampalli Division with effect from the 14th April, 1968 is justified? If not, to what relief is the workman entitled?"

[No. 7/26/69-LR.II].

*New Delhi, the 18th February 1970*

**S.O. 792.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Orissa Construction Corporation Limited, Bhubaneswar and Shri S. Dharma Raju, in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Udayanath Mishra, as Presiding Officer, with headquarters at Bhubaneswar and refers the said dispute for adjudication to the said Industrial Tribunal.

#### SCHEDULE

Whether the management of Orissa Construction Corporation Limited was justified in retrenching Shri S. Dharma Raju from their Beherguda Stone Quarry, without giving him benefits of retrenchment compensation and leave salary? If not, to what relief is he entitled?

[No. 36/29/69-LR.IV.]

*New Delhi, the 20th February 1970*

**S.O. 793.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Monoharbahal Colliery, Post Office Asansol, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

"Whether the management of Monoharbahal Colliery, Post Office Asansol, District Burdwan is justified in not implementing the recommendation of the Wage Board for Coal Mining Industry as accepted by the Government of India in the Resolution No. WB-16(5)/66, dated the 21st July, 1967, in respect of payment of variable Dearness Allowance at the rate of Rs. 1.29 per day with effect from the 1st October, 1969, lead and lift, fall back wages to piece rated workmen and annual increments to the time rated and monthly paid workmen? If not, to what relief are the workmen entitled and from what date?"

[No. 1/2/70-LR.II.]

**S.O. 794.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of South Joyramdanga Colliery, Post Office Asansol, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

"Whether the management of Joyramdanga Colliery, Post Office Asansol, District Burdwan is justified in not implementing the recommendations of the Central Wage Board for Coal Mining Industry as accepted by the Government of India in their Resolution No. WB-16(5)/66, dated 21st July, 1967, in respect of payment of Variable Dearness Allowance at the rate of Rs. 1.29 per day with effect from 1st October, 1969,

lead and lift, fall back wages to piece-rated workmen, annual increments to the time-rated and monthly paid workmen and non-payment of arrears of wages on account of non-implementation or late implementation of Wage Board recommendations to the workmen? If not, to what relief are the workmen entitled and from what date?"

[No. F. 1/1/70-LR.II.]

P. C. MISRA, Under Secy.

**(Department of Labour and Employment)**

*New Delhi, the 13th February 1970*

**S.O. 795.**—In exercise of the powers conferred by section 27 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby adds to Part I of the Schedule to that Act the employment in Copper Mines, notice of its intention to do so having already been given by the notification of Government of India in the Schedule to that Act the employment in Copper Mines, notice of its intention and Employment) No. S.O. 3107, dated the 23rd July, 1969, as required by the said section.

[No. 2(5)/68-LWI-I-(WE).]

*New Delhi, the 18th February 1970*

**S.O. 796.**—In exercise of the powers conferred by section 27 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby adds to Part I of the Schedule to that Act the employment in clay mines covered under the Mines Act, 1952 (35 of 1952), notice of its intention to do so having been given by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3192, dated the 30th July, 1969, as required by the said section.

[No. 2/30/67-LWI-I (WE).]

HANS RAJ CHHABRA, Under Secy.

**(Department of Labour and Employment)**

*New Delhi, the 13th February 1970*

**S.O. 797.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 348, dated the 15th January, 1969, the Central Government having regard to the location of the Government Press and Stationery Stores, Kolhapur in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said press from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st December, 1969 upto and inclusive of the 30th November, 1970.

[No. F. 6(100)/68-HI.]

**श्रम, रोजगार और पुनर्वास मंत्रालय**

**(श्रम और रोजगार विभाग)**

**नई दिल्ली, 13 फरवरी, 1970**

**का० प्रा० 797:**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के, श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० प्रा० 348 तारीख 15 जनवरी, 1969 के क्रम में केन्द्रीय सरकार, गवर्नमेंट प्रेस एंड स्टेशनरी स्टोर्स, कोल्हापुर के ऐसे क्षेत्र जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, की अवस्थिति को ध्यान में रखते हुए उक्त मुद्रणालय

को उक्त अधिनियम के अध्याय 5 के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से पहली दिसम्बर, 1969 से 30 नवम्बर, 1970 तक जिसमें यह दिन भी सम्मिलित है और आगे एक वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 6(100)/68-एच०आई०]

**S.O. 798.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 444, dated the 24th January, 1969, the Central Government having regard to the location of the factory, namely Messrs Central Asphalt Plant, Egmore, Madras, belonging to the Corporation of Madras in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 20th November, 1969 upto and inclusive of the 19th November, 1970.

[No. F. 6(106)/68-HI.]

**फा० आ० 798:**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० फा० आ० 444 तारीख 24 जनवरी, 1969 के क्रम में केन्द्रीय सरकार, मद्रास निगम की फैक्ट्री अर्थात् मैसर्स सेन्ट्रल एस्फाल्ट प्लांट एगमोर, मद्रास, के ऐसे क्षेत्र, जिसमें उक्त अधिनियम, के अध्याय 4 और 5 के अन्वय प्रवृत्त हैं, को अवस्थिति की ध्यान में रखते हुए उक्त फैक्ट्री को उक्त अधिनियम के अधीन अध्याय 5 के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 20 नवम्बर, 1969 से 19 नवम्बर, 1970 तक जिसमें यह दिन भी सम्मिलित है और आगे एक वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 6(106)/68-एच०आई०]

**S.O. 799.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 22nd day of February, 1970 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Uttar Pradesh namely:—

“Villages: Bithura, Nawgwan, Kurtara, Madhopur Mauafi, Rukandpur and Nadosi in Pargana, Tehsil and District Bareilly.”

[No. F. 604(1)70-HI.]

New Delhi, the 16th February 1970

**S.O. 800.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), No. S.O. 136, dated the 31st December, 1968, the Central Government, having regard to the location of the Central Jail Press, Nagpur in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said press from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 7th November, 1969 upto and inclusive of the 6th November, 1970.

[No. 6(102)/68-HI.]

नई दिल्ली, 16 फरवरी, 1970

**फा० आ० 800:**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73 च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वास



मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 136 तारीख 31 दिसम्बर, 1968 के क्रम में केन्द्रीय सरकार सेन्ट्रल जेल प्रेस, नागपुर के ऐसे क्षेत्र, जिसमें अधिनियम के अध्याय IV और V के उपबन्ध प्रवृत्त हैं, की अवस्थिति को ध्यान में रखते हुए उक्त प्रेस को उक्त अधिनियम के अध्याय V के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से 7 नवम्बर 1969 से 6 नवम्बर 1970 तक जिसमें यह दिन भी सम्मिलित है और आगे एक वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 6/102/68-एच० आई०]

**S.O. 801.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4630 dated the 19th December, 1969, the Central Government, having regard to the location of the Cholera Vaccine Laboratory of the Public Health Institute, Patna, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st December, 1969 upto and inclusive of the 30th November, 1970.

[No. F. 6(101)/68-HI.]

**का० आ० 801**—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 73-च द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 4630 तारीख 19 दिसम्बर 1969 के क्रम में केन्द्रीय सरकार कालरा वैक्सीन लेबोरेटरी आफ दि पब्लिक हेल्थ इन्स्टीट्यूट पटना के ऐसे क्षेत्र जिसमें उक्त अधिनियम के अध्याय IV और V के उपबन्ध प्रवृत्त हैं की अवस्थिति को ध्यान में रखते हुए उक्त फैक्टरी को उक्त अधिनियम के अध्याय V के अधीन उद्ग्रहणीय नियोजक के विशेष अभिदाय के संदाय से पहली दिसम्बर 1969 से 30 नवम्बर 1970 तक जिसमें यह दिन भी सम्मिलित है और आगे एक वर्ष की कालावधि के लिए एतद्वारा छूट देती है।

[सं० फा० 6(101)/68-एच० आई०]

*New Delhi, the 19th February 1970*

**S.O. 802.**—In pursuance of clause (d) of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby appoints Shri D. Achiah, as a member of the Regional Committee for the State of Andhra Pradesh and makes the following amendment in the notification of the Government of India in the late Department of Social Security No. S.O. 1294, dated the 8th April, 1965, namely:—

In the said notification, against Serial No. 7, for the entry in the 1st column, the following entry shall be substituted, namely:—

"Shri D. Achiah, C/o A. P. Textile Labour Association (Affiliated to I.N.T.U.C.), Dewan Bahadur Ramgopal Mills Limited, Hyderabad."

[No. 12(1)68-PF.II.]

नई दिल्ली, 19 फरवरी, 1970

**का० आ० 802**—कर्मचारी भविष्य निधि स्कीम, 1952 के पैरा 4 के उप पैरा (1) के खण्ड (घ) के अनुसरण में, केन्द्रीय सरकार एतद्वारा श्री डी० अचियाह को आन्ध्र प्रदेश राज्य के लिए प्रादेशिक समिति के सदस्य के रूप में नियुक्त करती है और भारत सरकार के भूतपूर्व सामाजिक सुरक्षा

विभाग की अधिसूचना सं० का० आ० 1294 तारीख 8 अप्रैल, 1965 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में, क्रम सं० 7 के सामने प्रथम स्तंभ की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि की जाएगी, अर्थात्:—

“श्री डी० अचियाह

द्वारा ए०पी० टेक्सटाइल लेबर एसोसियेशन

(आई० एन० टी० यू० सी० से संबद्ध)

दीवान बहादुर राम गोपाल मिल्स लिमिटेड,

हैदराबाद ।”

[सं० 12(1) 68-पी० एफ० II]

*New Delhi, the 20th February 1970*

**S.O. 803.**—Whereas the Central Government is satisfied that the employees of the Telecommunication Factories at Calcutta, Bombay and Jabalpur, formerly known as the Telegraph Workshops, Alipore, Calcutta, the Telephone Workshops, Bombay, and the Telegraph Workshops, Jabalpur, belonging to the Government of India in the Department of the Communications, Posts and Telegraphs Board, are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948).

Now, therefore, in exercise of the powers conferred by section 90 of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 617, dated the 3th February, 1969, the Central Government, after consultation with the Employees' State Insurance Corporation, hereby exempts each of the above mentioned workshops from all the provisions of the said Act for a further period from the 1st February, 1969, upto and inclusive of the 31st January, 1971.

[No. 6(68)/68-HI.]

**S.O. 804.**—In exercise of the powers conferred by clause (a) of section 19 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby rescinds the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 4183, dated the 13th November, 1968, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 23rd November, 1968.

[No. 11(26)61-P.F.II.]

नई दिल्ली, 20 फरवरी, 1970

**का० आ० 804.**—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 19 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारत सरकार श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की, भारत के राजपत्र तारीख 23 नवम्बर, 1968, भाग 2 खण्ड 3, उपखण्ड (ii) में प्रकाशित, अधिसूचना सं० का० आ० 4183 तारीख 13 नवम्बर, 1968 को एतद्वारा विखंडित करती है ।

[सं० 11(26) 61-भ० नि० II]

**S.O. 805.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2893, dated the 5th July, 1969, the Central Government having regard to the location of the Municipal Mechanical and Transport Workshop, Agra, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said workshop from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st March, 1970, upto and inclusive of the 28th February, 1971.

[No. F. 6(17)/68-HI.]

**S.O. 806.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2514, dated the 20th June, 1969, the Central Government having regard to the location of the Borstal School Pudukottai belonging to the Jail Department of the Government of Tamil Nadu, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said School from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 10th February, 1970, upto and inclusive of the 9th February, 1971.

[No. F. 6(8)/68-HI.]

**S.O. 807.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2497, dated the 17th June, 1969, the Central Government having regard to the location of the Assam Government Branch Press, Gauhati, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said Press from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 1st March, 1970, upto and inclusive of the 28th February, 1971.

[No. F. 6(14)/68-HI.]

**S.O. 808.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2516, dated the 21st June, 1969, the Central Government having regard to the location of the Bus Depot at Poisar, Kandivli (West) Bombay owned by the Bombay Electric and Transport Undertaking, Bombay, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 20th February, 1970, upto and inclusive of the 19th February, 1971.

[No. F. 6(16)/68-HI.]

**S.O. 809.**—Whereas the Central Government is satisfied that the employees of the Electrical and Mechanical Workshop, Madras Airport, Madras, under the control of the Ministry of Tourism and Civil Aviation, Government of India are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948).

Now, therefore, in exercise of the powers conferred by section 90 of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2386, dated the 12th June, 1969, the Central Government, after consultation with the Employees' State Insurance Corporation, hereby exempts the said workshop from the provisions of the said Act for a further period of one year with effect from the 1st February, 1970, upto and inclusive of the 31st January, 1971.

[No. F. 6(26)/69-HI.]

**S.O. 810.**—In exercise of the powers conferred by section 88 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the pre 17th November, 1961, employees of the India Meteorological Department Workshop at Poona from the operation of the said Act, except Chapter VA, for a period of one year with effect from the date of publication of this notification in the Official Gazette, subject to the conditions specified in paragraph 2 below:—

2. (i) The aforesaid factory shall maintain a register showing the names and designations of the employees; and

(ii) that, notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have qualified on the basis of contributions paid before the date of exemption.

[No. F. 6/5/68-HI.]

*New Delhi, the 23rd February 1970*

**S.O. 811.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the factory, namely High Court Press (Government Press), Bangalore in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said Factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a period of one year with effect from the 25th December, 1969 upto and inclusive of the 24th December, 1970.

[No. 6(91)/69-HI.]

**S.O. 812.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the factory, namely, Ahmedabad Municipal Transport Service, Ahmedabad, belonging to the Ahmedabad Municipal Corporation, in an area in which the provisions of the Chapters IV and V of the said Act are in force, hereby exempts, the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a period of one year with effect from the 15th December, 1969 upto and inclusive of the 14th December 1970.

[No. F. 6(94)/69-HI.]

**S.O. 813.**—Whereas the Central Government was satisfied that Messrs Agashe Engineering Works, was situated in Shrirampur area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Ahmednagar in the State of Maharashtra;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employer's special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the said Act in that area by the Central Government with the notification of the Government of India, in the late Ministry of Labour and Employment No. S.O. 2843, dated the 24th September, 1963;

And, whereas the Central Government is satisfied that the insurable population of the Shrirampur area in the district of Ahmednagar in the State of Maharashtra has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the said notification, namely:—

In the Schedule to the said notification, against Serial No. 1, the entry "Shrirampur" in column 3 and the corresponding entry in column 4 shall be omitted.

[No. F. 6/58/68-HI.]

**S.O. 814.**—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), and in continuation of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1887 dated the 8th May, 1969, the Central Government having regard to the location of the factory, namely, Hanger No. 6, Juhu Airport, maintenance section of the Department of Aviation, Bombay, in an area in which the provisions of Chapters IV and V of the said Act are in force, hereby exempts the said factory from the payment of the employer's special contribution leviable under Chapter VA of the said Act for a further period of one year with effect from the 30th January, 1970 upto and inclusive of the 29th January, 1971.

[No. F. 6(27)/69-HI.]

**S.O. 815.**—Whereas the Central Government was satisfied that:

1. Messrs Adarsha Engineering Limited,
2. Messrs Lodha Engineering Works,
3. Messrs Vijay Engineering Mechanical Works,
4. Messrs Amalgamated Electric Company,
5. Messrs Haji Abdul Karim Oil Mills,
6. Messrs Navasakti Ayurvadalaya (P) Limited.

7. Messrs. Sivanarayan Kishnlal Oil Mills,

8. Messrs Vijay Oil Mills,

were situated in Shrirampur and Bhusawal areas which were sparse areas (that is, areas whose insurable population was less than 500) in the districts of Ahmednagar and East Khandesh in the State of Maharashtra;

And, whereas by virtue of their location in the sparse areas, the aforesaid factories were granted exemption from the payment of the employer's special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the said Act in that area by the Central Government with the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 2665, dated the 2nd November, 1961;

And, whereas the Central Government is satisfied that the insurable population of the Shrirampur and Bhusawal areas in the districts of Ahmednagar and East Khandesh in the State of Maharashtra have now exceeded 500, and these are no longer sparse areas;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the said notification, namely:—

In Schedule IV to the said notification,

- (1) against Serial No. 1, the entry "Shrirampur" in column 4 and the corresponding entries in column 5 shall be omitted;
- (2) against Serial No. 9, the entry "Bhusawal" in column 4 and the corresponding entries in column 5 shall be omitted.

[No. F. 6/58/68-HI.]

**S.O. 816.**—Whereas the Central Government was satisfied that Messrs State Transport Shrirampur Transport Depot was situated in Shrirampur area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Ahmednagar in the State of Maharashtra;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employer's special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the said Act in that area by the Central Government with the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2407, dated the 27th June, 1968;

And, whereas the Central Government is satisfied that the insurable population of the Shrirampur area in the district of Ahmednagar in the State of Maharashtra has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the said notification, namely:—

In the Schedule to the said notification, Serial No. 1 and the entries relating thereto shall be omitted.

[No. F. 6/58/68-HI.]

DALJIT SINGH, Under Secy.

नई दिल्ली, 16 जनवरी, 1970

**का० भा० 298:**—यतः केन्द्रीय सरकार का यह समाधान हो गया है कि स्मॉल इन्डस्ट्रीज सर्विस इन्स्टीट्यूट, इन्डस्ट्रियल एस्टेट, ब्रिखला, नई दिल्ली, के उन कर्मचारियों को जो केन्द्रीय सरकार के औद्योगिक विकास और कम्पनी कार्य मंत्रालय के हैं, वे प्रसुविधायी प्राप्त हैं जो सारतः उन प्रसुविधायी के समान हैं जो कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) के अधीन उपबन्धित हैं ;

अतः अब, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 90 द्वारा दत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, कर्मचारी राज्य बीमा निगम से परामर्श करके

उपर्युक्त कारखाने को उक्त अधिनियम के सभी उपबन्धों से, 14 जनवरी, 1970 से लेकर 13 जनवरी, 1971 तक, जिसमें वह तारीख भी सम्मिलित है, और आगे एक वर्ष की कालावधि के लिए एतद द्वारा छूट देनी है।

[सं० फा० 6(28)/69-एच०आई०]

फा० आ० 209:—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 73न द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम, रोजगार और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० फा० आ० 693 तारीख 12 फरवरी 1969 के क्रम में केन्द्रीय सरकार फैक्टरियों अर्थात् सजीन शाप कम टूल रुम, कलकत्ता-2 और दि क्रोम ट्रेनिंग एक्सटेंशन सेटर, कलकत्ता-46 के ऐसे क्षेत्र, जिसमें उक्त अधिनियम के अध्याय 4 और 5 के उपबन्ध प्रवृत्त हैं, की अवस्थिति को ध्यान में रखते हुए उक्त फैक्टरियों को उक्त अधिनियम के अध्याय 5क के अधीन उदग्रहणीय नियोजक के विशेष अभिदाय के संदाय से पहली जनवरी, 1970 से 31 दिसम्बर, 1970 तक जिसमें यह दिन भी सम्मिलित है और आगे एक वर्ष की कालावधि के लिए एतद्वारा छूट देनी है।

[सं० फा० 6(89)/69-एच० आई०]

दलजीत सिंह, अवसर सचिव।

(Department of Labour & Employment)

New Delhi, the 19th February 1970

**S.O. 817.** In exercise of the powers conferred by sub-section (1) of section 5 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), read with rule 31 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment) No. S.O. 2952, dated the 11th July, 1969, the Central Government hereby specifies Shri N. C. Sanyal, Welfare Commissioner, Iron Ore Mines Labour Welfare Fund, Goa, Department of Labour and Employment, to be the Iron Ore Mines Cess Commissioner who shall be responsible for the assessment and collection of the Cess levied under the said Act in the Union territory of Goa, Daman and Diu, with effect from the 11th February, 1970.

[No. F. 18/3/70-MIII.]

**S.O. 818.**—In exercise of the powers conferred by section 4 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), read with clause (ii) of rule 3 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, the Central Government hereby appoints the Welfare Commissioner, Iron Ore Mines Labour Welfare Fund, Goa to be the Vice-Chairman of the Iron Ore Mines Labour Welfare Fund Advisory Committee for the Union territory of Goa, Daman & Diu, constituted by the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour & Employment), No. S.O. 1116, dated the 11th March, 1969, and makes the following further amendments in the said notification, namely:—

In the said notification, against serial number 2, for the existing entry, the following entry shall be substituted, namely:—

“Welfare Commissioner, Iron Ore Mines Labour Welfare Fund, Goa—Vice-Chairman”.

[No. F. 18/3/70-MIII.]

C. R. NAIR, Under Secy.

(Department of Labour and Employment)

New Delhi, the 20th February 1970

**S.O. 819.**—An account of all sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund for the year 1968-69 is hereby published in the prescribed form:

Account of sums received into and paid out of the Personal Injuries (Compensation Insurance) Fund during the year ending 31st March, 1969.

RECEIPTS			EXPENDITURE		
Amount	Progress of receipts upto the end of 1968-69.		Amount	Progress of expenditure upto the end of 1968-69.	
1	2	3	4	5	6
Rs.	Rs.		Rs.	Rs.	
1. Advances of Premium.	2,19,915·71	70,33,289·87	1. Compensation under the Personal Injuries (Compensation Insurance) Scheme.	.	..
2. Advances from General Revenues under Section 12 (3).	.	..	2. Remuneration and expenses of Government Agent and cost of forms.	1,71,400·00	4,31,400·00
3. Miscellaneous Receipts.	.	..	3. Expenses of the staff employed to do the work in the States and at the Headquarters of the Central Government.	50,141·77	50,141·77
			4. Expenses of the additional staff employed to cope with the audit and accounting arrangements.	.	.
			5. Repayments of advances made under Clause 12 of the Personal Injuries (Compensation Insurance) Scheme.	..	..
			6. Miscellaneous Expenditure (showing details, if necessary).	..	..
2,19,915·71	70,38,289·87		2,21,541·77	4,81,541·77	

[No. 71/370-P.Z.D.]

AJIT CHANDRA, Under Secy.

## (Department of Labour and Employment)

*New Delhi, the 23rd February 1970*

**S.O. 820.**—In pursuance of section 17 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the South India Insurance Company Limited, Calcutta, and their workmen, which was received by the Central Government on the 7th February, 1970.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 86 of 1969

## PARTIES:

Employers in relation to the South India Insurance Company Limited,  
Calcutta,

AND

Their workmen.

## PRESENT:

Shri B. N. Banerjee, Presiding Officer.

## APPEARANCES:

*On behalf of Employers.*—Sri B. K. Banerjee.—Regional Manager.

*On behalf of Workmen.*—Sri D. S. Puri.—Concerned workman.

STATE: West Bengal.

INDUSTRY: Insurance.

## AWARD

By Order No. 40/10/69-LRI, dated October 8, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the South India Insurance Company Limited, Calcutta, and their workmen, to this Tribunal, for adjudication, namely:

“Whether the management of South India Insurance Company Limited, Calcutta was justified in terminating the services of Shri D. S. Puri with effect from the 1st October, 1968, subsequently re-employing from the same date and finally terminating his services with effect from 31st December, 1968. If not, to what relief is the workman entitled?”

2. I need at once state that the cause of the concerned workman was not espoused by his other co-workers or by any union of workmen. The concerned workman was fighting his lone battle against his first termination of service, subsequent re-employment and final termination of service. Under Section 2A of the Industrial Disputes Act, a dispute between the employers and a singular workman over his discharge or dismissal from service or termination of service will be an industrial dispute, although not espoused by his co-workers or by a trade union. The Order of Reference, in the instant case, is not very exact when it says that the industrial dispute was between “employers in relation to the South India Insurance Company and their workmen”. Nevertheless, I ignore this grammatical inexactitude and treat this reference as an industrial dispute between the employers in relation to the South India Insurance Company Limited and a single workman of theirs.

3. The concerned workmen filed a written statement. The case pleaded by him was that he was employed by South India Insurance Company Limited, at their office at 23 Ganesh Chandra Avenue, Calcutta, on the administrative side as an assistant, on terms and conditions contained in the company's letter, dated October 14, 1966. That letter is Ext. 2 and I set out hereinbelow the relevant portion from the said Exhibit:

“1. Your appointment will take effect from 15th October, 1966.

2. You will be on probation for a period of nine months from the date as mentioned in Clause 1 above which may be extended if required



3. Whilst on probation you will receive a consolidated total monthly allowance of Rs. 175 only and you will not receive any dearness allowance, bonus, overtime or any other allowance or remuneration or benefit such as gratuity, provident fund or any other benefit whatsoever. You will however be entitled to conveyance expenses of Rs. 50 per month.
4. During the probationary period you will be required to undergo such training and appear at such tests as may be determined by the Company.
5. During the probationary period your services will be liable to termination without notice and without any reason being given by the Company for such termination and the Company's decision will be final and binding.
6. Subject to satisfactory progress during the period of probation you will be eligible to confirmation at the end of the probationary period in the grade of the Company Rs. 100—7—121—10—161—13—200—EB—15—275—25—400 and you will have the usual benefits such as provident fund, leave, bonus etc., permissible under the rules in force. It will be absolute discretion of the Company to judge your progress and accordingly to confirm you or not at the end of the said probationary period."

His further case is that he was confirmed in the month of May, 1967, by a letter dated 8th May, 1967. In paragraph 6 of the written statement it is pleaded:

"The Company's Regional Manager on 1st July, 1968, abruptly issued a letter whereby the basic salary of D. S. Puri was reduced from Rs. 275 to Rs. 125 and the D.A. from Rs. 145 to 122 and completely cut the conveyance allowance without assigning any reason. D. S. Puri made both personal and written protests against the above arbitrary decisions of the company and received the reduced salary under protest vide letter dated 25th July, 1968."

The letter by which his remuneration were reduced is Ext. 3 and reads as follows:

"We refer you to our letter dated 7th June, 1968, and regret to note that in spite of the promise made by you to improve upon your performance, the result of your working shows practically no progress.

Under the circumstances, as per our Head Office instruction, we are compelled to revise your remuneration from this date as under:

Basic	Rs. 125.00
D.A.	Rs. 192.00     Extra D.A.

After taking the Extra D.A. into consideration the total remuneration will work out to about Rs. 350 (Approx.) which please note.

We would however wish to assure you that we would be pleased to increase your remuneration in case you show marked improvement in your performance in future."

The workman's letter of protest to the reduction of salary in Ext. 5 and is couched in the following language:

"This is just to place on record that I will receive the reduced salary as contained in your letter dated 1st July, 1968, under protest as your act is unlawful and unjustified."

In the next stage, it was pleaded by the workmen that the services of the workman were terminated early in November, 1968. On representations being made by the workman to the Deputy Manager of the employer company against the illegal termination of service, he was reinstated in service but the Regional Manager, Calcutta, made the reinstatement illegally conditional in the following language as contained in Ext. 4:—

"Pursuant to your personal representation to Mr. M. R. Rayakar, our Deputy Manager, during his recent visit to Calcutta, he has kindly agreed to allow you as a special case, to work for a fresh period of three months commencing from 1st October, 1968, to 31st December, 1968.

Your work, during this period, will be reviewed by your superior periodically and on your showing satisfactory improvement in your performance, your case will be reconsidered at the end of this period. You may, however, note that in case the management is convinced that you are not coming upto the assurance given by you and that there will be no practical purpose in keeping you in our employment, the management will be at liberty to dispense with your service during this period of three months.

This is in confirmation of your verbal assurance given to our Deputy Manager, which please note."

It is also pleaded that against this action the concerned workman protested by his letter dated December 16, 1968 (Ext. A). In the result, his services were terminated by letter dated December 23, 1968.

4. The management also filed a written statement. In paragraph 2 of the written statement it was pleaded that the concerned workman was not a workman within the meaning of Section 2(G) of the Industrial Disputes Act, in as much as the employment was solely for procurement of insurance business by supervising over agents introduced by him and as such he was not entitled to raise an industrial dispute. In justification of the reduction of pay of the concerned workman, as per letter Ext. 3, it was stated that it would appear from the record of business procured by the concerned workman that his performance was unsatisfactory and therefore his wages were reduced. It was specifically pleaded:

"The letter of appointment dated 14th October, 1966, or the letter dated 8th May, 1967, were of no effect when Sri Puri accepted the letter of 1st July, 1968, and acted on the same."

In paragraph 8 they denied the receipt of the protest letter, dated July 25, 1968, (Ext. 5). With regard to the first termination of service it was pleaded in paragraphs 9 and 10 as follows:—

"9. Save that the new terms of services of Sri Puri as agreed on July 1, 1968 was terminated by the company with effect from October 1, 1968 in consideration of the unsatisfactory performance in discharge of his duties in spite of the fresh opportunity graciously offered by the company all other allegations contained to the contrary or inconsistent therewith contained in paragraph 7 of the Written Statement are denied....."

10. .... Sri Puri tried to invoke the mercy of Mr. M. R. Rayakar, the Dy. Manager of the company when he came down to Calcutta from Bombay in November, 1968 and persuaded him (Sri Rayakar) to give him (Mr. Puri) a fresh chance for a further period of three months by assuring him that he would not be negligent in duties and that he would prove his worth within the said period by procurement of business if he is given another chance. There upon Mr. Rayakar consulted the local management and out of sympathy conceded to allow him another chance till 31st December, 1968 on the said revised new terms then prevailing since July 1, 1968, to enable him to prove his worth....."

With regard to the protest made by the workman against the terms of fresh appointment, it was pleaded in paragraph 11:—

"..... As Sri Puri realised that he would not be able to fulfil the promise to the company by procuring business he sent to the company the belated letter dated December 16, 1968 purporting to protest against company's letter dated November 6, 1968 which was received by him on November 7, 1968. ...."

Lastly it was pleaded in paragraph 13 as follows:

"..... The refixation or revision of remuneration is by mutual consent and therefore cannot be agitated at this stage and termination of the services of Sri Puri after his acceptance of fresh terms from 1st July 1968 and the fresh grace period of three months ending 31st December 1968 allowed by the company, are quite legal and justified."

5. One witness was examined on behalf of the employer. He was one N. M. Bhattacharjee, a Unit Accountant in the office who is also the Group Secretary in Calcutta branch of the South Indian Insurance Company Ltd. Employees' Association. Why this witness was examined is difficult to see excepting that

this witness proved that Puri was not a member of the trade union of the workmen. The Tribunal called one witness as Court witness. That witness was one Mrs. E. David, Telephone Operator-cum-letter receiving clerk in the employer company. Her examination became necessary because the stand taken by the management was that the concerned workman had never protested against revision of pay. The letter of protest against revision of pay is Ext. 5 but the receipt of that letter was disputed. The letter bears the seal of the company and the signature of Mrs. E. David. Since the management did not admit her signature, I had to call Mrs. E. David herself. She said in her evidence as follows:—

*"To Tribunal*

I am employed in the Calcutta office of the South India Insurance Company Ltd, as the Telephone Operator. I also receive letters addressed to the employer company. (Shown copy letter from D. S. Puri to Regional Manager, South India Insurance Company Ltd, dated 25th July, 1968). I received this letter. The signature on the copy is that of mine. (Letter marked Ext. 5).

*Cross examination by Mr. Banerjee on behalf of Employers:*

When you asked me about this letter I was a little doubtful about the receipt of the letter and gave a negative reply."

Her evidence sufficiently establishes the protest made by the concerned workman against the reduction or revision of pay. On behalf of the workman, only one witness was examined, namely, B. K. Banerjee, the Regional Manager himself. He was conducting the case on behalf of the employer company and he was asked to depose on behalf of the employee concerned. He admitted that Puri had been confirmed after 6-1/2 months of his probationary period because he had done very good work at that time. He, however, denied that any vocal protest were made by the concerned workman after receipt of the letter, Ext. 4.

6. This is in short the oral and documentary evidence, which I need bear in mind in order to decide the case.

7. The facts are not very much disputed. On the admitted basis the concerned workman was employed as a probationer on certain terms. Whether by virtue of that employment he had become a workman under the Industrial Disputes Act, I need consider at this stage. The letter of appointment, Ext. 2, shows that the concerned workman was appointed on probation, with effect from October 15, 1966, on a consolidated total monthly emolument of Rs. 175 only, on condition of being made permanent after satisfaction. There is no dispute that he was made permanent after duty was procured of insurance agents introduced by him but that will make him a workman under the Industrial Disputes Act. A workman under the Industrial Disputes Act means "any person employed in any industry to do any skilled or unskilled, manual, supervisory technical or clerical work for hire or reward, whether the terms of employment be express or implied...". The concerned workman satisfied the definition and he is a workman.

8. Now, if he was a workman contractually appointed, the terms of pay and wages could not be ex-parte revised and new terms clamped upon him without his consent. It was argued on behalf of the management that the concerned workman waived the original right and accepted the new terms. I am unable to agree. Ext. 5 shows that he did protest and the letter of protest was duly received by the management as appears from the evidence of Mrs. E. David.

9. Then again, the termination of service for unsatisfactory work without a chargesheet, without an enquiry and without any opportunity to the workman to defend himself was bad in law. Therefore, his first termination of service with effect from October 1, 1968 was unjustified.

10. If the termination of his service was unjustified, there was no question of re-employing him. In any event, it appears that the Deputy General Manager set aside the order of termination. His re-employment must be without break and on the same terms as before. If that was not so then new terms of re-employment were bad and he must be deemed to have been re-employed on the original terms. There was no question of waiver of any of his rights by the workman in the circumstances revealed.

11. Lastly, the second termination of service with effect from 31st December, 1968 is equally unjustified because it was without a chargesheet of misconduct, without an enquiry and without an opportunity to the workman to defend himself.

12. In the view that I take, I hold that the management of South India Insurance Company Limited, Calcutta, is not justified in terminating the services of Sri D. S. Puri with effect from 1st October, 1968, subsequently re-employing him from the same date and finally terminating his services with effect from 31st December, 1968. The workman, is therefore, entitled to reinstatement in service without break and with full back-wages during the entire period of forced unemployment, because I am of the opinion that he was being badly dealt with by the management.

This is my award.

13. Before I close this award, I need state one thing. This case was fixed for peremptory hearing, on January 28, 1970, by an order passed on January 12, 1970, in the presence of the constituted attorney for the management and also in the presence of the workman. This tribunal generally adheres to the practice of fixing a date for settling the peremptory date of hearing, so that the date of hearing may be fixed or a date convenient to both parties and dislocating prayers for adjournment may be avoided. At about 4.10 p.m. on the day previous to the date of peremptory hearing, when the court had already arisen, an application was left in the office of this Tribunal couched in the following language:

"That your petitioner desires to examine Sri G. C. Sen Gupta, the Regional Manager, Insurance Association of India, General Insurance Council of 24, Lake View Road, Calcutta-29, who may kindly be summoned to appear before the learned Tribunal on 28th January 1970 at 10-30 O'clock in the morning to give evidence in the above matter.

That necessary order for issuing summons be passed otherwise your petitioner will suffer irreparable loss and injury."

This application was moved, when the hearing of the case was taken up. I was not prepared to allow the application, because direction had already been given to the parties to come ready with their witnesses. If this witness had to be summoned, nothing prevented the employers from making an application for issue of summons to this witness earlier. There was little time left when the application was made to issue a summons and compel the attendance of the witness at the hearing. I, therefore, rejected the application on the ground that it was made at too late a stage. After the close of the hearing of the reference, there was another application left with the office of the Tribunal making a grievance that by not summoning the witness the employers have been put to great prejudice. I can only observe that the conduct of the management was such that they must thank themselves for the prejudice they themselves caused to their cause and not make a grievance of the same before the Tribunal.

(Sd.) B. N. BANERJEE,  
Presiding Officer.

Dated, February 2, 1970.

[No. 40/10/69-LRI.]

**S.O. 821.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Messrs Vanguard Insurance Company Limited, Calcutta and their workmen, which was received by the Central Government on the 7th February, 1970.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 85 OF 1969

#### PARTIES:

Employers in relation to the management of Messrs Vanguard Insurance Company Limited, Calcutta.

AND

Their workmen.

#### PRESENT:

Shri B. N. Banerjee, Presiding Officer.

**APPEARANCES:**

*On behalf of Employers.*—Sri Kamal Chatterjee,

*On behalf of Workmen.*—Sri Bhupendra Chandra Das, General Secretary,  
General Insurance Employees' Association Eastern Region.

STATE: West Bengal

INDUSTRY: General Insurance.

**AWARD**

By Order No. 25/19/69-LRIII(LRI) dated September 16, 1969, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the industrial dispute between the employers in relation to the management of Messrs Vanguard Insurance Company Limited, Calcutta, and their workmen, on the following points, to this Tribunal, for adjudication, namely:—

- (1) Scales of pay of subordinate staff and Assistants and method of adjustment.
- (2) Dearness Allowance.
- (3) Gratuity.
- (4) Age of Retirement.
- (5) Provident Fund.
- (6) Leave Rules.
- (7) Confirmation.
- (8) Date of effect of award."

2. Both the parties filed their respective written statement. According to the written statement filed on behalf of the workmen represented by the General Insurance Employees' Association, Eastern Region, Calcutta, the present dispute is confined to the employers and the employees of the Calcutta Divisional Office of the employers at No. 12, Netaji Subhas Road. It is pleaded in paragraph 3 of the written statement:

- "3. That the Calcutta Divisional Office is one of the highest profit earning offices of the company, and its premium income is increasing very satisfactory year after year which shall be substantiated by the Union at the hearing."

The grievance made by the workmen is that in spite of increase in premium income, the employees are being denied reasonable wages and other benefits. Paragraph 5 of the written statement contains particulars of grievances regarding scales of pay and adjustments couched in the following language:

- "5. That the employees are not getting their basic pay as per any agreed pay scale, and the company have recently introduced an arbitrary Pay Scale which is not comparable to that of any other company nor is it based on industry-cum-region basis. The basic pay scales demanded by the Union are quite reasonable considering the present high cost of living index and also comparable to the existing grades in other concerns in this region. That, the scales of pay should be adjusted on the basis of length of service, as most of the concerned employees have covered sufficient years of service with this Company."

Paragraphs 6 and 7 of the written statement contain particulars of grievances about dearness allowance. It is therein stated that the employees are not getting any dearness allowance and as such are deprived of neutralisation of increase in cost of living-index. The relief claimed in paragraph 7, is for introduction of a scale of dearness allowance linked with the cost of living index and/or phased on the basis of pay. Paragraph 8 of the written statement contains particulars of grievances on the point of gratuity.

The claim is couched in the following language:

- "All permanent employees should be given gratuity at the rate of one one month's basic pay for each year of completed service. The terminal basic pay is to be taken into account in calculating the gratuity."

Paragraph 9 of the written statement contains particulars of grievance on the age of retirement. It is admitted that the present age of retirement is when an

employees attains the age of 60 years. The claim is that no one should be retired before he completes the age of 60 years. Paragraphs 11 to 13 contain particulars of grievance on the point of Provident fund. The employees are now getting the benefit of contributory Provident fund and 6½ per cent of the basic pay is being deducted towards the fund. The claim is that the deduction should either be made on the gross salary or at the higher percentage of 10 per cent of basic pay. Paragraph 14 and 15 contain particulars of grievance on the point of Leave rules. At present the employees get:

- (a) Casual leave=12 days in the year.
- (b) Privilege leave=21 days in a year accumulating upto 45 days.

The claim is, however, for:—

- (a) Casual leave=15 days.
- (b) Privilege leave=30 days in a year accumulating upto 180 days.
- (c) Sick leave=30 days in a year accumulating upto 12 months.

Paragraphs 16 and 17 of the written statement deal with grievance on the point of confirmation. Under the present system the employees may be confirmed after a probationary period of six months. The demand is for confirmation after a period of three months. Paragraph 18 deals with the date of effect of the award. It is therein claimed that the benefits of the award should be given retrospective effect from January 1, 1968.

3. In the written statement filed on behalf of the management it is stated that the employer company transacts only one class of insurance business, namely, Motor vehicle insurance business. In paragraph 4 of the written statement the company pleads financial disability to meet the higher monetary demands, in the following language:

"In the nature of business carried on by the company, a higher premium income does not necessarily mean a higher profit. The recent establishment of Motor Accidents Claims Tribunals and the liberalisation of the procedure for the victims of the accidents have had their impact on the claims ratio to the premium income and the company has been working at a loss as can be seen from the Balance Sheets for the last three years."

So far as the demand for larger scales of pay is concerned, the stand taken up by the management is that the scales now in force are quite reasonable. It is further pleaded:

"The pay of each employee has been fixed taking into consideration the full period of his service. The company has instead of fixing the pay in the new scale by adding increments at the rate of one increment in the new scale for every three years of service, as was open to it, however granted increments in the new scale at the rate of one increment for every completed year of service."

The management disputed the claim for separate dearness allowance on the plea that dearness allowance was merged with the scales of pay, in accordance with the opinion of the employees themselves. In paragraph 8 of the written statement, the claim for a fresh scheme for gratuity was denied in the following language:

"8. The scheme of gratuity as provided in the Standing Orders of the company is quite reasonable and any increase in the quantum of gratuity will be beyond the paying capacity of the company. Benefit of gratuity being essentially in the nature of a retirement benefit, can be extended only to those who have put in a minimum of 15 years of continuous service.....".

In paragraph 9 of the written statement, the enlargement of the age of retirement was disputed on the plea that it over-looked the fact that the Board has power to extend the time for retirement in suitable cases. In paragraph 11 of the written statement, the claim for larger Provident Fund contribution was denied as being beyond the paying capacity of the management. In paragraph 12 of the written statement the management stated that the Leave rules were quite liberal and no change in them was called for. In paragraph 13, the claim for retrospective effect of the award was challenged on the following ground:

"The company has introduced the pay scales and other benefits for which the employees were agitating from 1st January 1969 and it is not possible to give retrospective effect to them from 1st January 1968

as that would involve a strain on the finances of the company, which it could not bear.

It was lastly pleaded as follows:—

- “(i) The company has a huge liability and is working at a loss as can be seen from the latest balance sheet.
- (ii) The heavy strain on the finances of the company that will be caused by the increase in the statutory deposit.
- (iii) Adverse claims experience and the high cost of procurement of business.
- (iv) Any fresh concession has to be considered in the light of making it applicable to all employees of the company throughout India and that Calcutta office employees cannot be considered in isolation.”

4. The management examined only one witness of the name of Shiva Subramanian, who is the Divisional Officer of the Calcutta Branch office. It appears from his evidence that the Calcutta branch office is a small office, employing only 9 people, including the Divisional officer himself. He proved the balance sheets of the company for the years ending December 31, 1966, December 31, 1967 and December 31, 1968 (Exts. 1, 2 and 3 respectively). It appears from the Director's Report accompanying the balance sheet and Profit and Loss account of the company for year ended 31st December, 1966 (Ext. 1), as follows:—

“Profit and Loss Account.

After meeting the expenses of management pertaining to this account and after meeting the heavy payment of Rs. 52,977 towards income-tax, this account shows a loss of Rs. 84,014 which is carried to Profit and Loss Appropriation Account.

Profit and Loss Appropriation Account.

This account shows a loss of Rs. 1,46,411 after taking into account the previous year's balance of loss of Rs. 62,397.”

It further appears from the Director's Report accompanying in the balance sheet and Profit and Loss Account for the year ended 31st December, 1967, (Ext. 2):

“Profit and Loss Account.

After meeting the expenses of management pertaining to this account and after adjusting the loss of Rs. 24,818 transferred from the Miscellaneous Insurance Business Revenue Account, this account shows a loss of Rs. 18,626 which is carried to Profit and Loss Appropriation Account.

Profit and Loss Appropriation Account.

This account shows a loss of Rs. 1,75,232 after taking into account the previous year's balance of loss of Rs. 1,46,411.”

It also appears from the Director's Report accompanying the balance-sheet and Profit and Loss Account for the year ended 31st December, 1968 (Ext. 3), as follows:—

“Profit and Loss Account.

After meeting the expenses of management pertaining to this Account and after adjusting the loss of Rs. 75,224 transferred from Miscellaneous Insurance Business Revenue Account this account shows a loss of Rs. 86,438 which is carried to Profit and Loss Appropriation Account.

Profit and Loss Appropriation Account.

This account shows a loss of Rs. 2,61,832 after taking into account the previous year's balance of loss of Rs. 1,75,232.”

5. Shiva Subramanian explained how the company was incurring loss in the following language:

“The premium income is increasing every year since 1966. In spite of that, the company is suffering loss because motor Accident cases have increased due to establishment of Motor Accident Tribunal and the Controller has imposed additional burden on the management expenses. We had to pay the solvency deposit of Rs. 10 lakhs and

thereafter we are to pay 2 lakhs of rupees every year in that account. We do business in Motor Insurance only."

About the present scale of pay he stated that basic scale of pay was fixed early in January, 1969 and thereafter:

"On August 1, 1969 we again revised the scales of pay. The present scale of pay is like this:

Clerical staff. . . 150-5-275.

Subordinate staff. . . 90-4-190.

I cannot say whether it will be financially possible for the company to raise the wage further."

6. On behalf of the workmen one witness of the name of Narendra N. Das, an employee of the Calcutta office of the management, was examined. He works as a despatcher and also maintains certain registers, for example, Policy register, Revenue Stamp register and Postal Stamp Account. His evidence is merely hearsay evidence, as he himself admitted in answer to a question put by the Tribunal. I have little to do with the oral evidence of this witness. On behalf of the workmen, two documents were exhibited, namely, the Standing Orders coming into effect from January 1, 1969 (Ext. A) and a chart showing the names of employees and wages drawn by them (Ext. B). The Standing Order, *inter alia*, contain provisions for Casual leave, Privilege Leave and Extraordinary leave couched in the following language:

"11. Leave: (a) Casual Leave: Every employee shall be entitled to 12 days casual leave in a year. No employee shall be entitled to take more than 3 days casual leave at stretch. No casual leave can be availed of except after previous sanction, save in case of illness and emergency. The Sanctioning authority shall be Secretary in Head Office and the divisional and branch officers in regard to their respective offices.

(b) Privilege Leave: Every employee shall be eligible to privilege leave calculated at 21 days in a year on full pay. This leave can be converted into leave on half pay for double the period at the discretion of the employees. Any leave that is accumulated beyond 45 days will lapse.

(c) Extraordinary Leave: Apart from the sick leave an employee is eligible as per law, an employee shall be entitled to extra-ordinary leave with half pay on medical grounds on production of medical certificate from authorised medical attendant subject to ratification, when thought necessary by the medical officer appointed by the company in that behalf. The duration of leave will depend upon the nature of illness and as recommended by the medical officer.

The sanctioning authority in respect of privilege leave, sick leave and extra-ordinary leave shall be the Chairman in respect of officers of the company and Secretary in respect of the employees in the Head Office and officers in the divisional and branch offices. Service registers in respect of each and every employee shall be maintained in the Head office as also leave account in respect of Privilege leave and extra-ordinary leave."

The benefits of Provident fund and gratuity are provided for in clause 13 in the following language:

"13. Benefits: Every employee shall join a contributory provident fund scheme governed by separate rules under which the employees shall tribute 6½ per cent. of his salary and the company shall make an equal contribution.

Every employee will also be entitled to benefit of gratuity on good service approved by the Board of Directors on completion of 15 years of faithful service and at their discretion for a lesser period of service at half month's pay for each year of completed service."

The provisions for retirement is to be found in clause 15, which I set out here-in below:

"15. Retirement: Every employee of the company shall retire on his attaining 60 years of age. The Board of Directors shall however have power in suitable cases and on application by the employee to consider the grant of extension of service for one year at a time."

Ext. B. chart, was filed by the management but was marked as an Exhibit on behalf of the employees. The chart, *inter alia*, contains the names of employees.



the consolidated scale of pay which existed before January 1, 1969. Consolidated scale of pay after January 1, 1969, Revised scales of pay from August 1, 1969."

7. This is the substances of the oral and documentary evidence that I need bear in mind.

8. I have already hereinbefore indicated that the scheme for increase of salary is grounded on the plea that the salary scale as introduced is an arbitrary scale, not comparable to that of any other company nor based on industry-cum-region basis. No evidence was led on behalf of the workmen to show what was the scale of pay now prevailing in other Insurance companies nor what should be the scale based on industry-cum-region basis. All that was admitted before me, by Bhupendra Chandra Das appearing on behalf of the employees and by Kamal Chatterjee appearing for the employers, was that the present scale of pay for clerical staff is Rs. 150-5-275 and as against that the claim in the Charter of demand was Rs. 125-10-175-12½-250-15-325. Similarly, the subordinate staff are now getting a scale of pay ranging between Rs. 90-4-190. As against that the claim under the Charter of demand is Rs. 90-4-110-7-145-10-175. The present scale of pay came into operation in 1969, whether in January or in August is, however, disputed. Be that as it may, I am unable to grant this prayer, as per demand of the workmen, on the following grounds:

- (a) there is no evidence that the demand for scale of pay is justifiable either on the ground that the scales are the prevailing scales in the insurance industry in Calcutta.
- (b) Or, that the scales as demanded, are justifiable scale on region-cum-industry basis.
- (c) the claim for increase is being made only by the Calcutta employees although, admittedly, the company has branches in Bombay, Delhi and elsewhere.

It appears from Ext. 4, the Failure Report, as follows:—

"The management representative offered to re-examine the issues of the charter and do whatever is possible when the position would improve."

Since there has been a scale fixed only last year, may be in August, 1969 or in January, 1969, things should wait for another year before disturbance be made in the scales of pay, particularly having regard to the present financial position of the company, which is running at a loss. I, therefore, do not make an award in favour of the workmen for the demand for higher scales of wages at this stage, but reserve the liberty to them to raise the point again in the year 1971, when the situation may be reviewed on better evidence.

9. Regarding the scheme for dearness allowance, the case for the management as pleaded in the written statement is that the dearness allowance is merged in the scale of pay. There is no cross-examination on the point. There is no evidence that there has been a rise in the cost of living index since the last fixation of scale of pay. I, therefore, do not allow this part of the demand as well made on behalf of the workmen, at this stage, but reserve to them the liberty to raise the point again in the year 1971 when the situation may again be reviewed on better evidence.

10. So far as the claim for gratuity is concerned, the Standing Orders provide the benefit of gratuity on "good service approved by the Board of Directors on completion of 15 years of faithful service and at their discretion for a lesser period of service at half month's pay for each year of completed service". As against this the claim made on behalf of the workmen has already been indicated. Now, "gratuity is not paid to the employee gratuitously or merely as a matter of boon. It is paid to him for the service rendered by him to the employer, and when it is once earned, it is difficult to understand why it should necessarily be denied to him whatever may be the nature of misconduct for his dismissal.... If the misconduct for which the service of an employee is terminated has caused financial loss to the works, then before gratuity could be paid to the employee he is called upon to compensate the employer for the whole of the financial loss caused by his misconduct; after this compensation is paid to the employer if any balance from gratuity claimable by the employee remains, that is paid to him", (vide *The Garment Cleaning Works vs. its workmen*, (1961) 1 LLJ 513). In Reference No. 60 of 1967, employers in relation to the *National Insurance Company*

*Ltd. vs. workmen.* I examined the decisions of the Supreme Court on this point namely, the case *Indian Oxygen and Acetylene Company Limited Employees Union vs. Indian Oxygen and Acetylene Company Limited*, (1956) 1 LLJ, 435, *Express Newspaper (Private) Limited, vs. Union of India*, (1961) 1 LLJ 339, *Calcutta Insurance Co. Ltd. vs. their workmen*, (1967) 11 LLJ at page 7, *The Garment Cleaning Works vs. its workmen* (1961) 1 LLJ 513, and the points summarised therefrom were tabulated in the following manner:

- (i) The benefit of gratuity is available in addition to benefits of Provident Fund.
- (ii) Fifteen years of continuous and meritorious service is too long a period and should be reduced to five years in cases of termination of service by the employer for reasons other than misconduct causing financial loss to the employer and ten years in cases of voluntary retirement before reaching the age of superannuation and of resignation.
- (iii) In case of dismissal for misconduct, the workmen should be entitled to receive gratuity only on completion of fifteen years of service and further where the misconduct entails financial loss to the company, the company would be entitled to set off the loss against the amount of gratuity payable.
- (iv) The financial capacity of the employer to bear the burden of gratuity should be determined by a practical approach to the question, namely by determining how much would become annually payable by way of gratuity.

11. I think that a practical gratuity scheme for this company will be as hereinafter indicated, regard being had to the fact that all gratuities are not payable to all workmen at one and the same time:

- |   |  |
|---|--|
| (1) On the death of employee while in the service of the company.   | One month's basic salary for each year of continuous service subject to a maximum of 15 months' basic salary.                    |
| (2) On retirement from service after completion of 10 years of continuous service.  | One month's basic salary for each year of continuous service subject to a maximum of 15 months' basic salary.                    |
| (3) On termination of service by the company, after five years of continuous service excepting on the ground of misconduct causing financial loss to the company. | One month's basic salary for each completed year of continuous service but not more than 15 months' basic salary.                |
| (4) On voluntary retirement before reaching the age of superannuation or resignation by the employees after completing 10 years of continuous service.            | One month's basic salary for each year of continuous service subject to a maximum of 15 months' basic salary.                    |
| (5) On dismissal for misconduct causing no financial loss to the employer company after completion of 15 years of continuous service.                             | Fifteen months' basic salary and no more.  |
| (6) On dismissal for misconduct causing financial loss to the company after completion of 15 years.   | 15 months' basic salary. From the above amount, however, the employer company will be at liberty to subtract the amount of loss. |

I award accordingly.

12. The point about age of retirement was not ultimately pressed before me and I do not make any award in respect thereof.

13. So far as the demand for Provident Fund is concerned, Mr. Kamal Chatterjee appearing on behalf of the company ultimately agreed that despite the financial condition of the management if Provident Fund be made payable at  $\frac{5}{4}$  per cent. of the gross wages, the company would be able to manage some.

I award accord accordingly.

14. So far as leave rules are concerned, both the management and the workmen agreed that the following revision in the Leave Rules would be acceptable to both the sides, namely:

Casual leave.	..	12 days in a year.
Privilege leave.	..	30 days in the year accumulating up to 120 days.
Sick leave.	..	15 days in the year accumulating up to 45 days, with liberty to the management to grant further sick leave in deserving cases at their discretion provided always that the discretion must be used fairly and further sick leave in really deserving cases must not be withheld.

1 award accordingly.

15. So far as demand for confirmation in service, the point was not pressed before me and I, therefore, do not allow the same.

16. The date of effect of this award will be from the date on which this award is signed and not from the date of its publication. I do not find any justification for giving further retrospective effect as prayed.

17. In the result, my award is as follows:—

- (i) The demand for higher scale of pay and for dearness allowance are both rejected subject to the reservation as in paragraphs 8 and 9 above.
- (ii) The scheme for gratuity, Provident Fund and Leave are allowed to the extent as indicated in paragraphs 11, 13 and 14 above.
- (iii) The scheme for fixation of new age of retirement and the scheme for confirmation not being pressed are not allowed.
- (iv) The date of effect of the award will be from the date when this award is signed by this Tribunal.

(Sd.) B. N. BANERJEE.

Presiding Officer.

Dated January 29, 1970.

[No. 25/19/69-LRIII(LRI).]

S. S. SAHASRANAMAN, Under Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 16th February 1970

S.O. 822.—In exercise of the powers conferred by Sub-section (i) of Section 3 of the Displaced Persons (Claims) Supplementary Act, 1954 (No. 12 of 1954), the Central Government hereby appoints Shri S. K. Gangopadhyay, Joint Secretary in the Ministry of Labour, Employment and Rehabilitation (Department of Rehabilitation) as Chief Settlement Commissioner for purpose of performing the functions assigned to such Chief Settlement Commissioner by or under the said Act with effect from the 16th February, 1970.

[No. 5/1/Admn.(II)/70.]

**S.O. 823.**—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) the Central Government hereby appoints Shri S. K. Gangopadhavay, Joint Secretary in the Ministry of Labour, Employment and Rehabilitation (Department of Rehabilitation) as Chief Settlement Commissioner for the purpose of performing the functions assigned to such Chief Settlement Commissioner by or under the said Act, w.e.f. the 16th February, 1970.

[No. 5/1/Admn.II/70.]

SHIV KUMAR VERMA, Under Secy-